



COLLECTIVE BARGAINING AGREEMENT

2018 – 2021

..... Between

Board of Trustees
of Community College District No. 19

..... and

Association for Higher Education
of Columbia Basin College

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COLLECTIVE BARGAINING AGREEMENT

Between the

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 19

and the

COLUMBIA BASIN COLLEGE
ASSOCIATION FOR HIGHER EDUCATION
2018-2021

PREAMBLE

This Agreement is made and entered into by and between the Board of Trustees (hereafter referred to as the Board) of Community College District No. 19 (hereafter referred to as CBC or the College) and the Columbia Basin College Association for Higher Education (hereafter referred to as AHE or the Association), which is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).

The purpose of this Agreement is to strengthen employer-employee relations through the establishment of orderly methods of communication between the Association and the College. This Agreement intends to promote cooperative efforts by prescribing certain rights and obligations of the Faculty and the College and by establishing orderly procedures to govern their relationship and to meet the needs of employment in higher education.

This Agreement endorses mutual respect, integrity, reasonableness, and a desire on the part of the parties to address and resolve issues of concern.

ARTICLE 1 - RECOGNITION

- 1.1 Recognition. The Board recognizes the Association as the exclusive bargaining representative for all faculty members employed by the College to exercise all rights accorded the Association by Chapter 28B.52 RCW, as currently enacted or hereafter amended.
- 1.2 Exclusions. Excluded from the bargaining unit are all employees of the District who do not meet the definition of "faculty member" as defined in Article 2.0. Should a question arise whether a position is included or excluded from the bargaining unit, the Board or its designee will meet with the Association and resolve the difference. Appeals may be made by either party to the Public Employment Relations Commission.

ARTICLE 2 – DEFINITIONS

- 2.1 Faculty member means any instructor, counselor or librarian who is employed by Columbia Basin College.
- 2.2 Full-time Faculty means an individual employed on an annualized contract based on 176 days; paid from the full time salary schedule; and performing professional duties and responsibilities as described in Article 7 for three (3) consecutive quarters, excluding summer in one of the following categories:
 - 2.2.1 Tenured,
 - 2.2.2 Probationary, or
 - 2.2.3 Temporary.
- 2.3 Tenured Faculty means an individual appointed for an indefinite period of time, which may be revoked only for sufficient cause and by due process in accordance with Article 10 of this Agreement.

- 2.4 Probationary Faculty means an individual employed for a designated period of time during which the probationer is evaluated for consideration of tenure.
- 2.5 Temporary Faculty means an individual employed to work at least sixty (60) percent of full-time employment for cases of sabbatical leave, special needs, leave of absence, or emergency and/or unscheduled vacating of faculty positions, where the normal hiring process is not expedient. Temporary faculty employment shall not exceed three (3) instructional years, except in cases of special need and subject to notice and the opportunity to bargain the extension. Temporary faculty members are entitled to all rights and benefits of full-time employees in proportion to their workload, except tenure, seniority, and where otherwise specified in this Agreement. Termination prior to the end of the contract, for purposes other than reduction or elimination of the funding and/or program, shall be for just cause and progressive discipline will be applied. Notice of non-renewal is not required.
- 2.6 Special Faculty Appointments means positions under which the faculty members are employed from federal monies or other gift, grant or contract funds that are designated as special funds as defined by WAC 131-16-400, as currently enacted or hereafter amended. These positions are non-tenurable and may be terminated upon reduction or elimination of the funding and/or program. Conditions of employment (including, but not limited to salary, part-time/full-time, duration of contract, hours of work) are driven by the funding source. Termination prior to the end of the contract, for purposes other than reduction or elimination of the funding and/or the program, shall be for just cause and progressive discipline will be applied.
- 2.7 Adjunct Faculty means an individual who has been issued a quarterly appointment notice and compensated in accordance with the adjunct faculty salary schedule in Section 17.7.3 of the Agreement. Such appointments carry no expectation of continued employment and are non-tenurable. Adjunct faculty is referenced in law as “part-time” and have all the rights, responsibilities and protections stated therein. The specific provisions for Adjunct faculty are contained in Article 17 of this Agreement. With the exception of class cancellation, termination prior to the end of the quarter shall be for just cause and with due process. Full-time tenured and probationary faculty may also perform extra-contractual work as adjuncts, but will accrue only those benefits as provided by law and/or for specific provisions of this Agreement.
- 2.8 Administrative Employee means an individual employed either on a full or part-time basis by the College, who performs administrative functions for at least 50% or more of the work assignments and has responsibilities to hire, dismiss, or discipline other employees.
- 2.9 Exempt Employee means an individual employed and designated by the College to perform executive, administrative or professional duties (excluding faculty and administration) as defined by state and federal wage laws. Exempt employees shall not supervise faculty employees.
- 2.10 Appointing Authority means the Board of Trustees and/or the President of the College. The Association recognizes the right of the President to have a designee for specific actions under this Agreement.
- 2.11 Personnel Contract means the document issued by the College for signature by each full-time faculty member which states salary, dates of employment, and other terms and conditions of employment, all of which shall be consistent with this Agreement.
- 2.12 Appointment Notice means a document issued by the College to adjunct faculty members excluding those who are paid on an hourly basis, stating the course(s) to be taught, gross salary, and the duration of the appointment.
- 2.13 Academic Year means four (4) consecutive quarters beginning with summer quarter.
- 2.14 Calendar Year means January 1 - December 31 or the equivalent of 365 days.
- 2.15 Fiscal Year means July 1 – June 30.

- 2.16 Instructional Year means three (3) consecutive quarters beginning with fall quarter.
- 2.17 Day means calendar day unless otherwise specifically defined in this Agreement.
- 2.18 Business Day means a day the College is open for business.
- 2.19 Contractual Workday means the hours scheduled to perform the professional duties and responsibilities and meet the workload requirements in Article 7 (Workload). During such workdays, faculty shall be generally available in their respective areas and/or departments to perform duties and responsibilities required by their position, including attendance at department/division meetings, shared governance committee work, participation in peer or tenure review committee(s), etc.

ARTICLE 3 - STATUS OF AGREEMENT

- 3.1 Superseding. This Agreement supersedes any rule, regulation, policy, resolution, or practice of the College, which is contrary to or inconsistent with its terms.
- 3.2 Entire Agreement. The terms expressed in this Agreement constitute the entire agreement between the parties. All items agreed upon during negotiations and reduced to writing are final and binding on both parties for the duration of this Agreement. This Agreement may be modified only by mutual consent of both parties. Existing policies, rules, regulations, procedures, or practices not in conflict with this Agreement will remain in full force.
- 3.3 Conformity to Law. Any provision of this Agreement in conflict with any federal or Washington state law or regulation of the State Board for Community Technical Colleges (“SBCTC”), will become inoperative to the extent or duration of such conflict. Since it is not the intent of either party to violate such laws or regulations, in the event of a conflict between any provisions of this Agreement and such federal or Washington state law or regulation of the SBCTC, the remainder of this Agreement will remain in full force and effect. The College and the Association agree to meet for the purpose of negotiating substitute provisions within thirty (30) business days of a determination that a provision of this Agreement conflicts with any federal or Washington state law or regulation of the SBCTC to replace those provisions coming into conflict with the law.
- 3.4 Distribution of the Agreement. In the interests of sustainability, the College will make an electronic copy of the complete Agreement available online to all faculty members. The College will provide AHE printed copies upon request.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The College has the responsibility and authority authorized in law to manage and direct the operations and activities of the College. The exercise of these powers, rights, authority, duties, and responsibilities by the College and the adoption of such rules, regulations, policies and procedures as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement. The College retains all rights of management which include, but are not limited to, the right to:
- 4.1.1 Determine the College’s functions, programs, organizational structure and use of technology;
 - 4.1.2 Determine the College’s budget and size of the College’s workforce and the financial basis for layoffs;
 - 4.1.3 Direct and supervise employees;
 - 4.1.4 Determine the College’s mission and strategic plans;

- 4.1.5 Develop, enforce, modify, or terminate any policy, procedure, manual, or work method associated with the operations of the College;
- 4.1.6 Determine or consolidate the location of operations, offices, and work sites, including permanently or temporarily moving operations in whole or part to other locations;
- 4.1.7 Establish or modify the workweek, hours of work and days off;
- 4.1.8 Establish work performance standards, which include, but are not limited to, the priority, quality, and quantity of work;
- 4.1.9 Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently layoff employees;
- 4.1.10 Determine, prioritize, and assign work to be performed;
- 4.1.11 Determine training needs, methods of training, and employees to be trained; and
- 4.1.12 Warn, reprimand, suspend (with or without pay), and dismiss, or take other appropriate disciplinary actions.

ARTICLE 5 - ASSOCIATION RIGHTS

- 5.1 Right to Collective Bargaining. The Columbia Basin College Association of Higher Education is the exclusive bargaining representative for the Faculty, under the rules of collective bargaining established by the Public Employment Relations Commission and Chapter 28B.52 RCW, as currently enacted or hereafter amended.
- 5.2 Rights of Faculty in Association.
 - 5.2.1 Right to Organize. The College will not interfere with the right of faculty members to organize under RCW 28B.52.073, as currently enacted or hereafter amended. The College will not discriminate against any faculty members because of membership in the Association, participation in any lawful activity on behalf of the Association, or exercising rights under the established grievance procedure.
 - 5.2.2 Duty of Fair Representation. The Association recognizes its responsibility as bargaining representative and agrees to represent all faculty members in the bargaining unit without discrimination, interference, restraint or coercion.
 - 5.2.3 Subcontracting. The College will bargain with the Association concerning the effects of any proposed subcontracting of work customarily performed by faculty members. This does not include not-for-credit courses.
- 5.3 Facilities, Supplies and Equipment Use.
 - 5.3.1 Meetings & Facilities. The Association shall have the right to use College-owned and/or operated facilities to transact legally allowable Association business, provided normal scheduling procedures are followed and no additional cost is incurred by the College.
 - 5.3.2 Posting. The Association shall have the right to post notices of activities and matters of Association concerns on College maintained bulletin boards and web resources, with the exception of any Association activity related to partisan politics.

- 5.3.3 Mail. The Association shall have the right to use the College's internal mail service, faculty mailboxes and E-mail for communications, including mass distribution within statutory purposes. The College shall be reimbursed by the Association for the cost of postage incurred.
- 5.3.4 Supplies & Equipment. The Association shall have the right to use College-owned equipment, including but not limited to typewriters, copiers, telephones, calculators, facsimile machines, computers, word processors and all types of audio-visual equipment, at reasonable times subject to standard fees and conditions of the College, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incidental to such use or shall furnish its own materials and supplies.
- 5.3.5 Facility Access. The Association shall have reasonable access during normal College hours to all College-owned or operated facilities in which members of the bargaining unit work, provided such access does not interfere with or disrupt normal College operations.
- 5.4 Meetings.
- 5.4.1 Member & Committee Meetings. The Association and its committees shall have the right to hold member meetings so long as said meetings have minimal impact on class schedules and work hours of those involved. The Association will schedule these meetings subject to the standard Facility Use Policy and Procedure.
- 5.4.2 Labor-Management Communication Meetings. The College and the Association shall meet once per academic quarter and/or upon mutual agreement to discuss administration of this Agreement and other areas of mutual interest. This shall not preclude additional and/or special meetings upon request at a mutually agreeable time, place, and date. Both parties shall submit an agenda of items to discuss. Neither Party shall have any control over the selection of the representative of the other party. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Agreement. It is further agreed that nothing in this Section shall be construed to obligate either Party to modify, limit, restrict or reduce their rights or prerogatives as outlined elsewhere in this Agreement.
- 5.4.3 Faculty Representation Meetings. The Association has the right to meet with a faculty member who has a workplace concern with the understanding that such meetings will not interrupt classroom assignments or scheduled office hours for all faculty members involved.
- 5.4.4 Board of Trustees Meetings. An Association representative or agent shall have the opportunity to attend all regular or special meetings of the Board, excluding executive sessions, and provide comments and reports consistent with the Bylaws and procedures of the Board.
- 5.4.5 Shared Governance Meetings. When the Association's position on a matter related to the Agreement is requested during shared governance meetings, the College recognizes the Association President, or any designee previously identified as such, as the sole representative of the bargaining unit.
- 5.5 Dispute Resolution. The College and AHE agree that their representatives shall meet upon request for the purpose of reviewing a disagreement regarding the administration of this Agreement. These meetings are not intended to bypass the grievance procedures and shall not constitute an invitation to renegotiate the provisions of this Agreement. It is agreed that nothing in this Section shall be construed to obligate either Party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this Agreement. In the event the Parties are unable to resolve the disagreement, the Parties may, upon mutual consent, seek the assistance of PERC or other mutually agreed upon mediation services to resolve the disagreement.

5.6 Association Leave.

5.6.1 Leave for Union Activities. The Association shall be granted thirty (30) days leave for Association approved representatives to participate in meetings, conferences, and other Association activities. The Association shall reimburse the College for substitutes if required. The faculty member designated by the Association as a representative shall suffer no loss in pay and/or benefits related to such participation. No more than ten (10) days shall be used by any one faculty member unless approved by the College. The leave will be granted when the following three (3) conditions are met:

5.6.1.1 Appropriate coverage of student assignments is arranged in a manner satisfactory to the division dean or the appropriate administrator.

5.6.1.2 There is no additional cost incurred by the College.

5.6.1.3 The request for leave is submitted at least two (2) business days prior to the leave.

5.6.2 Representation Release. Where Association representation at legislative committee hearings and SBCTC meetings is mutually agreed to be in the best interests of the College, the representative(s) shall suffer no loss in pay. Where Association representation is mutually agreed to be in the interest of the College, the College may agree to pay the expenses of the Association representative. Otherwise, travel and related expenses shall be borne by the Association. If the College requests or requires Association representation be present for such activities, the College will pay the cost of approved applicable expenses.

5.6.3 Representation Pay Retention. Association representatives asked by the College to participate in conferences, events, or preferred training will suffer no loss of pay. The Association will not be required to bear the costs of such activities.

5.7 Exchange of Information.

5.7.1 Right to Information. Upon request, the College will furnish the Association with information in accordance with the Washington Public Records Act, as currently enacted or hereafter amended. Special requests for non-confidential information, necessary for the Association to carry out its role as exclusive bargaining agent, will be furnished to the Association subject to the College's standard request for public records.

5.7.2 Bargaining Unit Member Information. The College will provide to the Association, within the first month of each instructional year, the names, addresses, and telephone numbers (provided such numbers are publicly known) of all full-time faculty members, by classification, as defined in Article 2.0 of this Agreement. Upon request, the College will provide the same information to the Association for all other members of the bargaining unit.

5.7.3 Administrative Direction/Information Pertaining to Representation and Contractual Issues. When the College receives direction regarding the implementation of legislation or other changes that impact wages, hours, and working conditions of the faculty, the College will provide timely notice of the direction to the Association.

5.7.4 Informal Exchange of Information. Nothing in this Agreement prohibits the Association and the College from exchanging information in an effort to informally resolve contractual and/or employee relations issues.

5.8 Membership and Dues.

- 5.8.1 Agency Shop. As a condition of employment, all full-time faculty members whose service began after winter quarter 2001, will become members of the Association and pay dues or, as non-members, pay a fee as described in subsections below, no later than the tenth (10th) calendar day of beginning employment with the College.
- 5.8.1.1 Agency Fee Payers. Full-time faculty who choose not to become Association members must pay to the Association a representation fee (agency fee) through payroll deductions equal to the amount of dues required to be a member in good standing.
- 5.8.1.2 Religious Exemption. A full-time faculty member who does not join the Association based on membership of a church or religious body, holding bona fide religious tenets or teachings shall have the equivalent to Association dues deducted and payable to a non-religious charity agreed upon by the faculty member and the Association. If no agreement on the charity is reached, PERC shall designate the charitable organization.
- 5.8.1.3 Agency Shop Non-Compliance. The College will provide the Association notification of a full-time faculty member's failure to meet agency shop provisions outlined above by the 15th calendar day of employment. The Association will inform the faculty member of non-compliance and that employment may be terminated. If the faculty member fails to comply with the agency shop obligations, the Association will instruct the College to terminate the faculty member's employment.
- 5.8.2 Union Dues. The College will provide each new full-time faculty member a WEA membership enrollment form with faculty new hire information. Included with the form will be options for dues deduction or deduction of a representation fee equivalent to Association dues. The College will provide payments for all said deductions to the WEA on a monthly basis. The Association will notify the College of any faculty member meeting the religious exemption status and the designated charitable organization for payment purposes. The College will provide adjunct faculty members with WEA membership enrollment forms upon request. Included with the form will be options for dues deduction and the adjunct dues schedule.
- 5.8.3 Notification of Annual Dues. The Association will provide the College with a table of prorated rates, local dues, and or fees by September 1 of each academic year.
- 5.8.4 Hold Harmless. The Association agrees to indemnify the College and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that shall arise out of compliance with this Article.

ARTICLE 6 - FACULTY RIGHTS

6.1 Non-Discrimination and Affirmative Action.

- 6.1.1 Compliance with State and Federal Law. The College is supportive of equal employment opportunity and committed to abide by all state and federal laws regarding nondiscrimination and affirmative action in the workplace.
- 6.1.2 Nondiscrimination. The College shall not discriminate against any faculty member because of age, sex, marital status, sexual orientation, race, creed, color, national origin, religion, based on genetic information, status as an honorably discharged veteran or military status,

or disability, unless based upon a bona fide occupational qualification, and disability requiring the use of a trained dog guide or service animal.

6.1.3 Actions for Violations of This Section. Faculty members may challenge practices or actions that they allege violate the provisions of Sections 6.1.1 and 6.1.2 through the College's Non-Discrimination & Harassment Policy and Grievance Procedures (Administrative Policy & Procedure 3-140), through Step 2 of the Grievance Process set forth in Article 16 (as filed by the Association) and/or using those remedies available through applicable law.

6.2 Rights to Reasonable Accommodations. The College is committed to providing reasonable accommodations for disabled employees. The College will comply with all relevant federal and state laws and regulations providing reasonable accommodations to qualified faculty members with documented disabilities.

6.2.1 Request. A faculty member who believes they suffer from a disability as defined by federal or state law and requires a reasonable accommodation to perform the essential functions of the position may request such an accommodation by submitting a written request to the College.

6.2.2 Cooperation. A faculty member requesting accommodation must cooperate with the College in discussing the need for and possible form of any accommodation. The College may require supporting medical documentation and may require the faculty member to obtain a second medical opinion at the College's expense. Medical information disclosed to the College will be kept confidential, to the extent allowed by law.

6.2.3 Determination. The College will determine whether a faculty member is eligible for a reasonable accommodation and the accommodation to be provided.

6.2.4 Disability Separation. The College will follow the Americans with Disabilities Act and Washington's Law Against Discrimination when it separates any faculty member based on a disability.

6.2.4.1 Separation process. A disability separation is not a disciplinary action; however, an objection to the separation affords the tenured or probationary faculty member a hearing under Article 10 (Dismissal of Tenured & Probationary Faculty).

6.3 Safe Working Conditions. The College and Faculty have a shared responsibility for workplace safety.

6.3.1 The College will abide by safety standards in accordance with applicable state and federal law.

6.3.2 Faculty will comply with applicable safety practices and standards established by the College and the Washington Industrial Safety & Health Act (WISHA).

6.3.3 Faculty will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger the health, safety or the well-being of faculty or students as determined by WISHA. Faculty who encounter a health and/or safety hazard or potential threat to others shall immediately report such danger to Campus Security, their immediate supervisor, or 911, as appropriate.

6.4 Right to Legal Protection. As provided in RCW 28B.10.842, as currently enacted or hereafter amended, a faculty member may request the use of the Office of the Attorney General to defend any action, claim, suit, or criminal proceeding instituted against a faculty member which arises out of the performance or failure of performance of duties for the College.

- 6.4.1 Grant of Protection. The Board may grant the request provided the Board has made a finding and determination by resolution that the faculty member was acting in good faith and within the scope of assigned official duties. If the Board is unable to reach a decision on the matter, it will submit the request to the Office of the Attorney General for a determination. If approved, the defense will be paid from the appropriation made for the support of the College. Denial of representation by the Office of the Attorney General, as provided by law, shall not be grievable under Article 16 of this Agreement.
- 6.4.2 Payment of Costs. When a request for defense has been authorized, then any obligation arising from the action, claim or proceeding will be paid from the state's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170, as currently enacted or hereafter amended.
- 6.5 Rights of Due Process. Faculty will be afforded due process as set forth in Article 8.
- 6.6 Right of Privacy. Faculty will have a reasonable expectation of privacy in their offices, desks, voice mail, e-mail, other electronic technology, and other personal materials. This right does not supersede the rights of the College under its administrative policies to provide a safe working environment or uphold local, state, and federal laws and regulations that govern the use of public equipment, furnishings, buildings, and college campuses.
- 6.7 Rights of Association. The College will not directly or indirectly discourage or deprive any faculty member of any lawful rights conferred by Statutes or Constitutions of the State of Washington and the United States. Nor will the College discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any grievances, complaints or proceedings under the Agreement or otherwise with respect to terms or conditions of employment.
- 6.8 Rights of Academic Freedom. The College and the Association support the basic principles of Academic Freedom endorsed by the Faculty Senate and adopted by the Faculty, appended here as Appendix A.
- 6.9 Personnel File Rights. The following rights are afforded to each faculty member with regard to individual personnel files.
- 6.9.1 Personnel File. There shall be one personnel file for each faculty member, which shall be located in the Human Resources Office.
- 6.9.2 Allowable Information. The personnel file may contain the following types of information:
- 6.9.2.1 Transcripts and documentation of academic coursework, licensure certification, etc.;
- 6.9.2.2 Job application materials submitted by the faculty member;
- 6.9.2.3 Records and documents required to support the personnel/payroll system;
- 6.9.2.4 Records and findings developed pursuant to the steps outlined in Article 11 (Tenure), Article 8 (Discipline), Article 12 (Reduction-in-Force), and Article 9 (Evaluation) of this Agreement;
- 6.9.2.5 Documentation of employment history at the College (contracts, appointment notices for extra-contractual/adjunct courses, sabbatical, leave of absences, tenure award, non-medical leave records, etc.);
- 6.9.2.6 Correspondence with or on behalf of the faculty member; and
- 6.9.2.7 Information submitted by the faculty member for inclusion in the file.
- 6.9.3 Anonymous Materials. The personnel file shall not contain anonymous materials. Material is anonymous if the name of the source of the material is not disclosed to the faculty member.

- 6.9.4 Use of Outside Material. Material not in the official personnel file, with the exception of pending matters, cannot be used against a faculty member in taking employment-related actions. Current tenure review documentation is maintained as part of the tenure review process upon which tenure decisions are based.
- 6.9.5 Right to Knowledge of Derogatory Material. No evaluation, correspondence or other material making derogatory reference to a faculty member's character or manner will be kept or placed in the personnel file without certified notice to the faculty member within ten (10) business days of its proposed inclusion.
- 6.9.6 Access. With two (2) business days notice, a faculty member's personnel file shall be accessible during normal business hours to the faculty member and/or an authorized Association representative (with faculty member written authorization provided prior to the review). Individuals responsible for maintaining the files shall have limited access as required for this function.
- 6.9.7 Copy of Documentation. Faculty members may request, at College expense and according to Human Resource Office procedures, a copy of any documents contained in their personnel file.
- 6.9.8 Right of Rebuttal. Faculty members have the right to add statements of rebuttal or explanation to be attached to material in their personnel files with which they disagree or feel need clarification.
- 6.9.9 Inclusion of Positive Information or Material. Evidence of professional achievement or special service to the College, community or profession may be entered into the personnel file by a faculty member and/or the supervising administrator.
- 6.9.10 Removal of Documents.
- 6.9.10.1 False Information or Finding of No Misconduct. Adverse material related to alleged faculty member misconduct that is determined to be false, and all information related to incidents of which the faculty member has been fully exonerated of wrongdoing, will be promptly removed from the personnel file.
- 6.9.10.2 Investigation and Disciplinary Documents. Filed documents developed in the investigation of complaints or wrongdoing or documents related to, or involving discipline, will be removed from the faculty member's file after three (3) calendar years.
- 6.9.10.3 Nothing in this Section will prevent the College from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450, as currently enacted or hereafter amended. Documentation that must be retained for compliance with statutory requirements for public records and records retention purposes or for pending legal action or legal action reasonably expected to result will be maintained by the Vice President for Human Resources & Legal Affairs or designee and used for those purposes alone. When legally allowable under the aforementioned statutory requirements or at the conclusion of any resulting legal action(s), the documents will be destroyed, with notice provided to the affected faculty member.
- 6.9.11 Public Records Requests. When documents contained in a faculty member's personnel file are subject to a public disclosure request by the general public, other government agencies

or any other person under Chapter 42.56 RCW, as currently enacted or hereafter amended, the College shall take the following actions prior to disclosure:

- 6.9.11.1 Promptly notify affected faculty member(s) of the request.
- 6.9.11.2 Provide a copy of the requested document(s) to the affected faculty member(s), if they so desire.
- 6.9.11.3 Provide an opportunity to the affected faculty member(s), within seventy-two (72) hours of notification, to consult with the College on the public disclosure request.
- 6.9.11.4 Upon consultation with the College, the faculty member may request an additional five (5) calendar days in which to seek an injunction preventing provision of the documents to the requesting party.

6.9.12 Medical Information Files. Any health and medical information that is obtained by the College must be maintained in a separate, confidential file. Access to this information by the College's personnel will be strictly limited to those persons with a legitimate need to know.

6.10 Supervisor Working File. The supervisor working file(s) may be maintained by the appropriate supervising administrator within the division office(s).

6.10.1 Allowable Information. Supervisor working file may contain the following types of information relevant to faculty member performance:

- 6.10.1.1 Records, transcripts, etc., which attest to the preparation, competence and professional achievements of the faculty member;
- 6.10.1.2 Records of teaching assignments and other assignments allocated to the faculty member by the appropriate administrator;
- 6.10.1.3 Records of commendations, promotions, and honors;
- 6.10.1.4 Information submitted by the faculty member for inclusion in the file;
- 6.10.1.5 Documentation of student complaints that were processed pursuant to Article 8 of this Agreement. Complaints not investigated or determined to be false will be promptly removed from the supervisor working file;
- 6.10.1.6 Student course evaluations; and
- 6.10.1.7 Such other correspondence or records as may be required to support day-to-day administrative matters regarding the faculty member, which may include:
 - 6.10.1.7.1 Copies of tenure track documentation for current probationary faculty members.
 - 6.10.1.7.2 Faculty self-evaluations and performance evaluations for the previous three (3) academic years.
- 6.10.1.8 Items listed in Subsections 6.10.1.5 and 6.10.1.6 may be kept up to three (3) years, unless the information is related to pending matters.

6.10.2 Maintenance. Supervisors who keep supervisor working files will maintain them in a manner that protects against unauthorized access or casual observation.

6.10.3 Access. With two (2) business days notice, the supervisor shall make the working file accessible during normal business hours to the faculty member, and/or their authorized Association representative (with faculty member written authorization provided prior to the review).

6.11 Intellectual Property Rights. In order to foster free and creative expression and exchange of ideas, the College recognizes the right of faculty members to exercise individual initiative in creating materials that are protected under federal copyright statutes and that may generate royalty income for faculty members when marketed. At the same time, this Section works to balance the faculty members' interests and ownership rights in intellectual property and copyrightable materials with the College's interest in protecting College assets and complying with the Ethics in Public Service Act. For purposes of this Section, intellectual property is defined as any material, process, or invention in tangible form created by faculty members.

6.11.1 Faculty Ownership Rights.

6.11.1.1 Individual Effort. Any faculty member who produces intellectual property as the result of individual initiative and without using any resources of the College shall retain full right of ownership, control, use, and disposition over the intellectual property. The faculty member shall be solely responsible under such circumstances for determining whether to copyright the property. The faculty member is not required to report to the College any intellectual property or copyrightable materials.

6.11.1.2 College-Supported Individual Effort. Any faculty member who produces intellectual property created outside of assigned work time, outside the contracted scope of the faculty member's employment with the College, and with de minimus support of the College and/or its facilities and equipment in accordance with the Ethics in Public Service Act, shall retain full right of ownership, control, use, and disposition over the intellectual property.

6.11.1.3 College-Supported Efforts. Any faculty member who produces intellectual property with the use of state resources beyond de minimus support of the College and/or its facilities and equipment and/or within the contracted scope of employment, and who wishes to retain part or all of the ownership rights to the intellectual property, shall request through the Vice President for Instruction's office to enter into a written agreement with the College for the retention of part or all of those rights. If the College agrees, a written agreement may be entered into by the College and the faculty member prior to production of the intellectual property and shall designate the percent of ownership vested in the respective person(s) or entity(ies) and the College if ownership is shared.

6.11.1.3.1 If there is no prior written agreement and the use of state resources went beyond *de minimus* use, ownership will default to the College unless the College and faculty member(s) later agree in writing on ownership of such work.

6.11.2 College Ownership Rights. When a faculty member creates intellectual property at the direction of the College, as part of the faculty member's contracted scope of employment, and/or with state resources beyond *de minimus* use, the College holds the ownership rights. The College may enter into an agreement in which the faculty member holds sole ownership rights or joint ownership of the property with the College.

6.11.3 Grant or Third Parties Supported Efforts. Whenever the development of intellectual property has been supported by a grant or third-party contract, the College and the faculty member shall be obligated to adhere to the conditions of the grant or contract. If the grant or third-party contract is silent in terms of ownership, the College shall be assigned ownership rights, but may agree to share ownership with the faculty member with the terms captured in a

written agreement prior to production of the intellectual property. Ownership of intellectual property developed as a result of third-party contract or support initiated by the faculty member and proposed to the College shall be negotiated and the terms captured in a written agreement prior to the production of the intellectual property.

- 6.12 Curriculum. Curriculum is defined for the purposes of this Section as a comprehensive body of courses in a program of study. A single course is the product of one or more faculty members' design. This Section applies to the faculty created products and materials used within the scope of employment with the College.
- 6.12.1 Ownership. The College authorizes and owns curriculum. The faculty member and the College will co-own original course materials developed in support of College curricula according to the following provisions:
- 6.12.1.1 The College will not use or re-assign course materials developed by one faculty member to any College employee without written consent of the faculty member, unless the faculty member has been specifically contracted to develop those curricular elements for College use;
- 6.12.1.2 The faculty member who has developed original course materials in support of a class, for which the College has provided compensation, may not use those course materials in support of any non-CBC curriculum without written consent of the College;
- 6.12.1.3 Neither the College nor the faculty member who has developed original course materials in support of a class for which the College has provided compensation, may derive any royalty benefits without consent of the College or the faculty member.
- 6.12.2 E-Learning and Multimedia Presentations. The College may transmit or record for transmission any classroom instruction, lecture, or other instructional performance event produced by the faculty member as part of a program of e-learning. The intent of using such technology is not to reduce or eliminate faculty positions within the College or to infringe upon faculty members academic freedom. As such, the College may not sell or re-transmit in future quarters any such recording except under the terms of a written agreement between the College and the faculty member.
- 6.13 College Faculty Rights. The Faculty as a whole have the following rights as members of the bargaining unit as defined in Article 2 of this Agreement:
- 6.13.1 Supervisory Selection. When a vacancy in a faculty supervisory position occurs, at least three (3) faculty members from the division in which the position is posted, will have involvement in the competitive selection and interview process.
- 6.13.2 Supervisory Evaluation. Every full-time faculty member will have the opportunity to provide input into the evaluation of the immediate supervisor and/or dean once a year. In departments with no full-time faculty members, part-time faculty members will be included in the evaluation process.
- 6.13.3 Policies and Procedures. The College's Administrative Policies and Procedures are located on the College's website.
- 6.13.3.1 Notification of Administrative Policies & Procedures on Website. All newly hired full-time faculty members will receive notification of the location of the College's Administrative Policies and Procedures on the College's website in the new-hire letter.

6.13.3.2 Notice of Substantive Modifications. When substantive modifications to an Administrative Policy and Procedure are made, Faculty shall receive notification via e-mail to the “Faculty Only” list.

6.14 Instructional Support.

6.14.1 Supplies, Equipment, and Materials. The College agrees, within budgetary limitations and at the discretion of the appropriate supervisor, to provide faculty members with the supplies, equipment, and materials to perform their duties and responsibilities. Faculty members will follow the divisional requisition procedures.

6.14.2 Facilities Use. Faculty may use college-owned and operated facilities for activities related to the duties and responsibilities of their employment subject to the standard College facilities use procedures and availability.

6.14.3 Staff Lounge. Faculty members will have the right to the use of a staff lounge to be provided by and at the expense of the College.

6.14.4 Office Space. The College will endeavor to provide each full-time faculty member with an adequately furnished office.

6.15 Instructional Program Supplies and Equipment.

6.15.1 Division and/or Department Budget Development. Faculty members in each division or department will be given an opportunity each year to express in writing their budgetary needs for supplies, equipment, materials and travel for the following year.

6.15.2 Division Budget Revisions. Revisions of the division budget will be communicated with regards to the division needs through the deans within a reasonable amount of time.

6.15.3 Class Tuition Waiver. As allowed by state law, any faculty member who is employed half time or more may attend classes, except for community education and self-support classes, on a credit or audit basis at the College without payment of tuition or operating service and activity fees, except a \$5.00 registration and other applicable course fees. Such enrollment, however, is only on a space available basis. Classes taken during the faculty member’s regular workday must be approved by the appropriate dean in advance.

6.16 Reimbursement for Mileage. A faculty member will be reimbursed for miles driven between work locations when assigned to work at more than one (1) location during the course of a day. Reimbursement will be made according to the College’s standard travel arrangements and reimbursement procedures.

ARTICLE 7 – WORKLOAD

7.1 Professional Duties. Professional duties defined in this Article identify the responsibilities performed by full-time faculty. Duties specific to individual programs shall be determined by the supervising administrator.

7.1.1 Primary Duty of Instructional Faculty. The primary duty of full-time instructional faculty is to serve students through faculty/student contact and by other activities related to the learning process.

7.1.2 Primary Duty of Counseling Faculty. The primary duty of full-time counseling faculty is to provide personal counseling, support, and guidance to students that will assist them in developing and meeting their educational, career, and life goals.

7.1.3 Primary Duty of Library Faculty. The primary duty of full-time library faculty is to provide library services to students, faculty, staff, and the community consistent with the mission of the College.

7.1.4 Primary Duty of Special Faculty Appointees. The primary duty of special faculty appointees is to serve the needs of the grant or funding source as stated in the source document through faculty/student contact as an instructor, counselor, or librarian, including, but not limited to, responsibilities as stated in Sections 7.2 through 7.5.

7.2 Duties of Full-time Instructional Faculty.

7.2.1 Develop, prepare, and teach college-approved courses in accordance with approved course descriptions, student learning outcomes and class schedules, making provision for continuity of instructional assignments, with prior supervising administrator approval, if absent for any reason.

7.2.2 Develop syllabi and reading lists for each course taught and update annually; participate in departmental/divisional responsibilities in the selection of texts and related teaching resources.

7.2.3 Maintain a minimum of five (5) regularly scheduled office hours each week at times that provide reasonable opportunities for students to meet with faculty. A schedule of office hours and classes will be posted in a suitable place for student viewing and provided to the division office. Each faculty member shall submit proposed office hours during the first week of each academic quarter for concurrence of the faculty member's supervising administrator.

7.2.4 Maintain, submit, and retain accurate academic records, including verification of class rosters and student grades, by dates requested by the College and to comply with state and federal records retention laws.

7.2.5 Orient students at the beginning of each class to syllabi and addenda, subject to subsequent modification and notice to students. These documents will include, but not be limited to, the objectives of the course, learning outcomes, office hours, attendance policy, assessment methods, the basis of grading, required texts and materials and other class requirements. The documents will also include the College's Academic Honesty, ADA and Title IX statements. Copies of course syllabi and addenda will be submitted to the faculty member's division office by the end of the first week of each academic quarter.

7.2.6 Assess student learning outcomes, engage in timely interaction/feedback/grading to support student success and meet course outcomes. Students will be given timely notice if an instructor changes the original course requirements or materials.

7.2.7 Provide students with appropriate learning resources to facilitate student success in achieving course outcomes, program outcomes, and appropriate College-wide Student Learning Outcomes.

7.3 Duties of Full-time Counselor Faculty.

7.3.1 Provide personal guidance to students through assessment, evaluation and intervention in addressing psychological, social, and cultural barriers to student success, and refer students requiring long-term assistance to appropriate external resources.

7.3.2 Assist students in identifying educational barriers to student retention and success.

- 7.3.3 Assist students with educational program planning, advising regarding course sequencing and selection, degree and certificate planning, and transfer procedures and information.
- 7.3.4 Assist students in career decision-making and in developing educational goals, being knowledgeable about occupational and career information and related educational requirements.
- 7.3.5 Be knowledgeable about and be able to interpret federal, state, and College policies and procedures regarding curriculum, degree, and certificate requirements, satisfactory progress, academic standards, and student status.
- 7.3.6 Design, plan, and participate in intervention services and activities to address student concerns and needs.
- 7.3.7 Serve in a liaison capacity between the College's instructional and student service divisions in disseminating information and promoting understanding of the relationship of both divisions toward enhancing student retention and academic success.
- 7.3.8 Maintain accurate and complete files, records, and forms relative to students being counseled or advised.
- 7.3.9 Review eligibility for student admission to a program; perform unofficial evaluation of transfer credits.
- 7.3.10 Determine student progress toward degree; review and approve graduation applications.
- 7.3.11 Recommend content to develop and update advising materials.
- 7.3.12 Serve as a consultant to other College faculty about counseling and advising needs of particular students.
- 7.3.13 Additional Counseling Responsibilities. In addition to the responsibilities listed above, additional responsibilities may be assigned by the appropriate supervising administrator to include, but not be limited to, the following:
 - 7.3.13.1 Serve in a liaison capacity between the College and local high schools and/or regional baccalaureate institutions.
 - 7.3.13.2 Develop, prepare and teach counseling-related College-approved courses, adhering to all instructional responsibilities as outlined in Section 7.2, with the exception of Subsection 7.2.3. Prorated office hours are included in Section 7.7.5.2.3.1 of this Agreement.

7.4 Duties of Full-time Library Faculty.

- 7.4.1 Provide reference services to students, faculty, staff, and community users.
- 7.4.2 Develop, prepare, and teach library research skills and other aspects of information literacy.
- 7.4.3 Plan, organize, and promote library services and information literacy.
- 7.4.4 Prepare bibliographies, instructional materials, and other resources for library users.
- 7.4.5 Catalog, organize, and maintain library materials and resources.

7.4.6 In addition to the responsibilities listed above, and subject to the mutual agreement between the librarian and the supervising administrator, additional responsibilities may include, but are not limited to, the following:

7.4.6.1 Represent the College in providing information about library services to other educational institutions, libraries, and/or the community consistent with the mission of the College.

7.4.6.2 Develop, prepare, and teach College-approved courses, over-and-above those included in Section 7.4.2.

7.5 Other Responsibilities of Full-time Faculty.

7.5.1 Engage in shared governance by participating in department, division and College committees and assisting in the formulation of policy pertaining to educational programs.

7.5.2 Participate in commencement ceremonies, wearing academic robes, unless excused by the President.

7.5.3 Develop and attend professional improvement activities in order to maintain contact with one's academic discipline, including teaching/learning processes and/or development of knowledge in one's field of specialization.

7.5.4 Participate in outreach activities to promote educational programs.

7.5.5 Participate in special College projects, surveys, and studies.

7.5.6 Assist in the preparation of reports as needed by College units (e.g. Student Services, Grants Office, Athletic Department, Institutional Effectiveness) and by the College in general (e.g., for accreditations, program review and so forth).

7.5.7 Develop new instructional materials, techniques, course offerings or major revisions of the same.

7.5.8 Participate in community service activities consistent with the College's mission.

7.5.9 Participate in student career development and related advising or mentoring activities and special retention programs.

7.5.10 Attend College-mandated trainings, professional development activities and/or meetings. In such instances, the College will make reasonable provisions to allow faculty members to attend, including timely notice, access during hours of operation, and release time if needed.

7.6 Expectations of All Faculty.

7.6.1 Professional Ethics. Faculty members will observe and maintain the standard of ethics that relates to their positions and workload responsibilities as stated in Sections 7.2 through 7.5 (i.e., instructional faculty - American Association of University Professors [AAUP], counselor faculty - American Counseling Association [ACA], librarian faculty - American Library Association [ALA]).

7.6.2 Professional Development. Completion of professional development courses and activities is considered an essential part of a faculty member's responsibilities. Faculty members will pursue appropriate professional development activities in order to stay current in their assigned teaching fields, program and discipline.

- 7.6.3 Certification and Licensure. Faculty members will meet and maintain certification and/or licensure required in the performance of the faculty member's assignment. Faculty counselors must hold master's degrees in counseling, psychology, social work, or a closely-related field and continue to be registered counselors in the state of Washington. Library faculty must hold master's degrees in Library Science.
- 7.6.4 Professional/Technical Faculty Certification. Professional/technical faculty are required as a condition of employment to acquire and maintain certification per Chapter 131-16 WAC. Professional/technical certification procedures and requirements are detailed in Appendix B.
- 7.6.5 Grading Practices. Instructors shall have the authority and responsibility to determine competency with regard to grades and other evaluations of students. It is expected that (a) standards for performance are provided to the students in advance of assessment/evaluations; (b) competency is based on achievement and is not arbitrary, prejudiced, or capricious; (c) assessments and grades are adequately documented; (d) assessments and grades are consistent with College policies and rules; and (e) grading and feedback on assignments will be timely.
- 7.6.6 Documentation of Allegations of Student Misconduct. The primary responsibility for managing the classroom environment rests with the faculty member. The term classroom management refers to the procedures, strategies, and instructional techniques faculty use to manage student behavior and learning. Instructors have the authority to take appropriate action to maintain order and proper conduct in the classroom and to maintain effective cooperation of the class in fulfilling the objectives of the course as provided in WAC 132S-100-120. Allegations of student misconduct which could potentially violate the Student Code of Conduct (132S-100-120), as currently enacted and hereafter amended, shall be documented by faculty members and submitted to the Student Conduct Officer (SCO). The documentation should include date, time, place, witnesses and any pertinent facts and/or evidence that clarify the incident.
- 7.6.7 Availability. All full-time faculty members are expected to be available for College responsibilities, meetings, and activities scheduled during normal and reasonable times without interference from other employment or non-College activities and responsibilities. Additionally, full-time faculty members are expected to engage in timely interaction with students and to reply to correspondence within a reasonable time during the College's standard hours of operation. Full-time faculty are also responsible for timely review, and where applicable, response to the department lead and/or appropriate supervising administrator voicemail and e-mail correspondence. The College's official mode of communication is through College-assigned e-mail.

7.7 Workload Standards for Full-time Faculty.

- 7.7.1 Assignment. The assignment of equitable loads for all faculty members is the responsibility of the supervising administrator working in conjunction with the appropriate vice president.
- 7.7.2 Factors. It is recognized that individual faculty workloads will vary in hourly requirements from day-to-day, week-to-week, and quarter-to-quarter dependent upon a variety of factors inherent in specific assignments and faculty preparation needs.
- 7.7.3 Contact Hours. Contact hours represent the minimum number of hours each instructional faculty member will directly serve students. Contact hours vary among faculty members based upon a variety of workload assignment factors including, but not limited to, the following:
- 7.7.3.1 Writing and grading-intensive assignments;
 - 7.7.3.2 Class size of assigned courses (number of students);
 - 7.7.3.3 Number of class preparations; and

7.7.3.4 Complexity of preparations.

7.7.4 Class size. The College recognizes that class size is an important component in providing quality education and maintaining standards of excellence. Determinations regarding class size are made based on student learning outcomes, quality education in the best interest of students, and safety and size of the classroom. Some class sizes may vary depending on special conditions such as facilities and space required in a classroom, accreditation requirements, type of class, and attrition rates in the discipline. Class sizes will not differ based upon individual instructor capability, schedule or time of class offering, or by the status of faculty, full-time or adjunct, assigned to teach the course. Requests for specific class size exception or change are to be taken to the appropriate supervising administrator for recommendation to the appropriate vice president and must include substantive rationale to support the exception or change. The College will bargain the effects of any decision to change class size with the Association.

7.7.5 Annual Workload Standards. Annual workload standards are the expected working and contact hours for faculty members under full-time contracts and may vary based upon College, division, and department needs.

7.7.5.1 Instructional Faculty.

- 7.7.5.1.1 Straight lecture mode: 15 contact hours average per quarter, 45 annually.
- 7.7.5.1.2 Science lecture/lab mode: 16 contact hours average per quarter, 48 annually.
- 7.7.5.1.3 Performance lecture/lab mode: 18 contact hours average per quarter, 54 annually.
- 7.7.5.1.4 Skills lecture/lab mode: 20 contact hours average per quarter, 60 annually.
- 7.7.5.1.5 Clinical lecture/lab mode: 20 contact hours average per quarter, 60 annually.
- 7.7.5.1.6 Occupational lecture/lab mode: 23 contact hours average per quarter, 69 annually.
- 7.7.5.1.7 Assignments which do not require lecture or lecture/lab combinations: 25 contact hours weekly.
- 7.7.5.1.8 Not more than nine (9) hours per day shall elapse between the beginning of the first class and the end of the last class taught by a full-time faculty member unless the extension of this time span is necessary to provide the faculty member with a full-time assignment or unless the faculty member is being compensated for more than a full-time assignment on an extra-contractual basis.

7.7.5.2 Counselor Faculty. Thirty-five (35) hours weekly, inclusive of responsibilities in Sections 7.2 and 7.3 of this Agreement.

- 7.7.5.2.1 Counselors will be scheduled for a half-hour of non-direct student contact per contract day to document notes to the SARS file on all students whom they advise or counsel.
- 7.7.5.2.2 Counselors will not be assigned split shifts without the Counselor's consent, unless it is necessary to provide the faculty member with a full-time assignment or unless the faculty member is being compensated for more than a full-time assignment on an extra-contractual basis.

7.7.5.2.3 When a Counselor’s full-time workload includes an assignment of direct classroom instruction, the Counselor’s workload will be proportionately reduced to retain 100% of full-time workload.

7.7.5.2.3.1 The percentage of workload from direct instruction requires dedicated office hours to ensure student access to the faculty member for instructional purposes. These office hours are to be made available to students and are not a part of the hours required for direct face-to-face counseling or advising. The number of office hours required will be dependent upon the percentage of full-time workload from the instructional full-time requirement of 5 office hours per week.

7.7.5.2.4 The Counselor/Direct Instruction Workload Table below delineates the instructional, office, and counseling/advising hours required to comprise a full-time workload for a Counselor providing direct instruction as a part of their full-time workload requirements. The Table is calculated based on the Skills Lab lecture/lab combination, with a weekly target of 20 contact hours.

Counselor/Direct Instruction Workload Table

Instruction Hours	Office Hours	Counseling / Advising Hours
10	2.5	16.0
9	2.5	18.0
8	2.0	19.5
7	2.0	21.0
6	1.5	23.0
5	1.5	24.5
4	1.0	26.0
3	1.0	27.5
2	0.5	29.0
1	0.5	31.0
0	0.0	32.5

7.7.5.2.5 Consistent with full-time instructional faculty, contact hours for instruction do not include hours necessary for instructional responsibilities (e.g., class preparation, grading, assessment, etc.) as delineated in Section 7.2, with the exception of Section 7.2.3.

7.7.5.2.6 Assignment for 200-day Counselor Contract. An additional twenty-four (24) contract days may be assigned to Counselors beyond the 176-day contract as determined

necessary by the appropriate supervising administrator to be served from July 1 to June 30 each year. When additional contract days are determined and assigned at the start of the fiscal year, the College will structure pay days over 12 months in 24 paycheck installments.

7.7.5.3 Librarian Faculty. Thirty-five hours weekly, inclusive of responsibilities in Section 7.4 of this Agreement.

7.7.5.3.1 Librarians will not be assigned split shifts without the Librarian's consent, unless it is necessary to provide the faculty member with a full-time assignment or unless the faculty member is being compensated for more than a full-time assignment on an extra-contractual basis.

7.7.6 Contract Days. All full-time faculty members are contracted to serve for 176 work days over the course of an instructional year consisting of the following:

7.7.6.1 Three (3) quarters each consisting of 53-55 contract days;

7.7.6.2 Up to ten (10) In-Service days, three (3) of which are Teaching and Learning Days each year. The purpose of these days is to engage in the assessment work required by the College's assessment plan for accreditation purposes and in scheduled professional development activities related to the scholarship of teaching and learning.

7.7.6.3 Up to seven (7) Professional days to be included in the Professional Days Plan, which can be performed over the current academic year and the following summer, when approved by the faculty member's supervising administrator.

7.7.6.4 The 176 days shall be performed between the dates of September 1st and June 30th, with the exception of professional days as allowed by Section 7.7.6.3.

7.7.6.5 Each faculty member is responsible for submitting a Professional Days Plan to the appropriate supervising administrator for approval by the Friday of In-Service week each year. Faculty may amend the Professional Days Plan during the year subject to approval of the faculty member's supervising administrator. The Professional Days Plan is attached as Appendix C.

ARTICLE 8 - DISCIPLINE

8.1 Intent. All faculty members are expected to perform the duties and responsibilities of their primary work assignment, as referenced in Article 7.0 Workload, and to comply with Board Policies, the College's rules, regulations and administrative policies and procedures, and state and federal laws.

8.2 Attempt at Informal Resolution. Nothing in this Agreement precludes the supervising administrator from attempting to resolve any matter informally with a faculty member. If, during a meeting between the supervising administrator and the faculty member, the supervising administrator concludes that discipline could reasonably result from the information provided by the faculty member; the supervisory administrator shall inform the faculty member of such and allow the faculty member to seek representation from the Association.

8.3 Right to Representation.

8.3.1 Investigation Interviews and Disciplinary Meetings. A faculty member shall have the right to have an Association representative present at an investigation interview called by the College, if the faculty member reasonably believes discipline could result or at disciplinary meetings in which discipline is anticipated or imposed. Once a request for Association representation is requested, the College will cease any proceedings at the request of a faculty member to allow him or her to obtain representation.

8.3.2 Faculty Member Responsible for Contacting Association. Faculty members seeking representation are responsible for contacting their Association representative. If the requested representative is not reasonably available, the faculty member will select another available Association representative. If a representative is still not available, the meeting will be rescheduled at a mutually agreeable time, but no later than five (5) calendar days after the first meeting was scheduled.

8.3.3 No Interference. The exercise of rights in this Article will not interfere with the College's right to conduct an investigation.

8.4 Investigations.

8.4.1 Right to Conduct an Investigation. The College reserves the right to conduct an investigation into any allegation of misconduct or any alleged violation of this Agreement or any Board Policies, the College's rules, regulations, and administrative policies, state and federal law and professional ethics. All faculty members are required to cooperate with the College's investigation.

8.4.2 Timely Resolution. The College and Association agree to cooperate to ensure the timely resolution of investigations of alleged faculty member misconduct.

8.4.3 Anonymous Complaints. Anonymous complaints may not be used as a basis for discipline. Anonymous complaints are defined as those in which the identity of the complainant is unknown or in which the complainant's identity is not disclosed to the faculty member. This does not preclude informal notice to the faculty member that an anonymous complaint was received, nor does it preclude the College from following up on an anonymous complaint, where evidence exists to support the complaint. The College is entitled to conduct an investigation where evidence suggests faculty member wrongdoing and follow-up with discipline where appropriate.

8.4.4 Formal Complaint. A formal complaint made against a faculty member by a student or other person will be called to the attention of the faculty member within ten (10) business days of the filing. When the Human Resources Office, after reviewing the complaint, determines an investigation is warranted, notice will be given to the faculty member within ten (10) business days of that decision.

8.4.5 Investigation Process. The College has the authority to determine the method of conducting investigations. An investigation may be conducted by an administrator or independent third-party, as determined appropriate by the Human Resources Office. All administrators conducting such internal investigations shall have received training in standard investigative procedures.

8.4.6 Administrative Leave. When determined appropriate by the Human Resources Office, a faculty member may be placed on administrative leave with pay, pending the outcome of the investigation and/or imposition of discipline. A faculty member placed on administrative leave will not be prohibited from contacting an Association representative.

- 8.4.7 Investigation Findings. A summary of the investigation findings, if requested, will be made available to the faculty member and the Association within thirty (30) business days of the conclusion of the investigation. A request for disclosure of any investigation report filed by the assigned investigator will be filled by the College pursuant to state and federal disclosure laws.
- 8.5 Discipline. The College has the authority to impose discipline, which may be grieved as set forth in Article 16. The following will be considered in imposing discipline:
- 8.5.1 Just Cause. No faculty member shall be disciplined without just cause. The seven tenets of just cause are the following:
- 8.5.1.1 Notice. The College gave the faculty member forewarning or foreknowledge of the possible or probable consequences of the faculty member's disciplinary conduct.
- 8.5.1.2 Reasonable Rule or Order. The College's rules or managerial orders, as identified in Section 8.1, are reasonably related to (a) the orderly, efficient, and safe operation of the College's business, and (b) the performance that the College might properly expect of the faculty member.
- 8.5.1.3 Investigation. The College, before administering the discipline, made an effort to discover whether the faculty member did in fact violate or disobey a rule or order of the College.
- 8.5.1.4 Fair Investigation. The College's investigation was conducted fairly and objectively.
- 8.5.1.5 Proof. The investigator obtained reasonable evidence or proof that the faculty member did engage in misconduct contrary to Board Policies, the College's rules, regulations and administrative policies and procedures, and state and federal laws.
- 8.5.1.6 Equal Treatment. The College has applied its rules, orders and penalties evenhandedly and without discrimination to all faculty members.
- 8.5.1.7 Penalty. The degree of discipline administered by the College in the particular case was reasonably related to (a) the seriousness of the faculty member's proven offense, and (b) the record of the faculty member's service while employed at the College.
- 8.5.2 Progressive Discipline. The College shall apply, where appropriate, the principles of progressive discipline as follows: verbal warning, written reprimand, suspension with or without pay, and finally dismissal (refer to Article 10 Dismissal). The College will not be required to apply progressive discipline where the nature of the misconduct calls for the imposition of more serious discipline or discharge.
- 8.5.3 Time Limitations. No disciplinary action beyond three (3) calendar years may be used to justify current disciplinary action, except for last chance agreements or repeat misconduct. A repeat of the same misconduct can renew the three-year period for which the disciplinary action could be used as a basis for or step in progressive discipline.
- 8.5.4 Notice to Faculty Member. Verbal warnings and written reprimands will be identified as such. Prior to taking disciplinary action other than a verbal warning or written reprimand, the appropriate vice president will issue a "Notice of Proposed Disciplinary Action" to the

faculty member, with a copy to the Association. Such notice will list the charge(s), an explanation of the evidence which forms the basis of the charge(s), and the action contemplated. The notice will also provide a meeting date and time at which the faculty member, with the assistance of an Association representative if requested by the faculty member, may provide information and reasons orally or in writing why the discipline should not be imposed.

- 8.5.5 Imposition of Disciplinary Action. Once the supervising administrator and/or appropriate vice president has considered the information provided by the faculty member in Section 8.5.4 and determines disciplinary action to be appropriate, the faculty member will be provided a “Letter of Disciplinary Action,” with a copy to the Association.
- 8.5.6 Privacy. When disciplining a faculty member, the College will make an effort to protect the privacy of the faculty member.
- 8.5.7 Off-Duty Conduct. The off-duty activities of a faculty member may be grounds for disciplinary action if said activities are a conflict of interest as set forth in Chapter 42.52 RCW, as currently enacted or hereafter amended, are detrimental to the faculty member’s work performance or the programs of the College, or otherwise constitutes just cause. Unless prevented by extenuating circumstances, faculty members will report, within twenty-four (24) hours of the action or prior to the faculty member’s scheduled shift, whichever occurs first, all arrests and any court-imposed sanctions or conditions that may reasonably affect the faculty member’s ability to perform assigned duties and responsibilities to the College.

ARTICLE 9 – EVALUATION

9.1 Performance Evaluation. The purpose of faculty evaluation is to promote and maintain quality instruction, counseling, and library services in accordance with Article 7 through regular and comprehensive assessment of faculty performance and to meet accreditation requirements and state law.

9.1.1 Frequency.

9.1.1.1 Full-time Faculty. Each tenured faculty member will participate in a comprehensive performance evaluation at least once every two (2) instructional years. This performance evaluation is not the same as the promotion process as delineated in Article 14. More frequent evaluations may occur, at the discretion of the supervising administrator.

9.1.1.2 Adjunct Faculty. Performance evaluation for adjunct faculty is addressed in Adjunct Article 17.

9.1.1.3 Probationary Faculty. Probationary faculty members will be evaluated under Chapter 28B.50 RCW, as currently enacted or hereafter amended and the College’s Tenure Review Process. In addition, probationary faculty will be evaluated according to the process set forth in this Article on an annual basis by the supervising administrator.

9.1.1.4 Lead and Coordinator Evaluations. Faculty members serving in lead or coordinator positions will be evaluated for those duties separately from the process set forth in this Article. Lead and coordinator evaluations will be conducted by the appropriate supervising administrator.

9.1.1.5 Effect of Leave. Should a leave, illness or alternate appointment (e.g., sabbatical, approved leave of absence, etc.) cause a substantial interruption

or otherwise preclude a faculty member from completing the evaluation process, the faculty member will complete the evaluation process in the year subsequent to the faculty member's return.

- 9.1.2 Evaluator. Each faculty member will be evaluated by the assigned supervising administrator. No faculty member may evaluate a peer.
- 9.1.3 Criteria. The supervising administrator will evaluate the faculty member's performance in the primary work assignment, content knowledge, contribution to the College community and collegiality.
- 9.1.4 Faculty Input. The College is responsible for creating the tools of evaluation. When those tools change substantially, the College will gather input from the faculty through Faculty Senate.
- 9.1.5 Process.
 - 9.1.5.1 Notification. The supervising administrator will notify the faculty member when the evaluation period begins and ends.
 - 9.1.5.2 Initial Meeting. The supervising administrator will meet with the faculty member at the beginning of the evaluation period to discuss performance expectations, professional development assistance, goal-setting, and procedural matters associated with the evaluation period.
 - 9.1.5.3 Evaluation. Evaluation forms are specific to each division and are available for review in each division office. Faculty will be evaluated by the supervising administrator using the following elements to evaluate faculty performance and effectiveness:
 - 9.1.5.3.1 Student Evaluations. Student evaluations are initiated and conducted by the supervising administrator or non-faculty designee at least once during each instructional year of the evaluation period.
 - 9.1.5.3.2 Self-Evaluation. The faculty member will complete a self-evaluation at the end of each instructional year.
 - 9.1.5.3.3 Supervising Administrator Class/Worksite Observation. The faculty member and supervising administrator will schedule an observation of a class/worksite session at least once during the evaluation period, with a pre- and post-observation period for the purposes of discussing, understanding, and observing the faculty member's objectives and performance.
 - 9.1.5.3.4 Contractual and Professional Obligations. The faculty member will be evaluated by their supervising administrator using the criteria specified in Section 9.1.3, as well as the faculty member's fulfillment of duties and responsibilities, as delineated in Article 7.0 Workload.
 - 9.1.5.3.5 Documentation. Each faculty member and supervising administrator may also submit documentation of faculty professional development and college related service.

9.1.5.4 Evaluation Meeting. The supervising administrator will meet with the faculty member at the conclusion of the evaluation period to discuss the outcome of the evaluation. Nothing precludes the supervising administrator from raising concerns informally or providing positive and/or constructive feedback at any time.

9.1.6 Right to Respond and Effect of Signature. The faculty member has the right to provide a response to the evaluation prior to inclusion into the faculty member's personnel file. The signature of the faculty member on an evaluation form only acknowledges the receipt of the evaluation. The performance evaluation procedure contained within this Article may be grieved; however, the content of the evaluation is not subject to the grievance procedure in Article 16.

9.1.7 Location of Documentation. All documents relating to, or arising from, the evaluation process will be kept in files maintained by the supervising administrator pursuant to Article 6.0 of this Agreement. A copy of the performance evaluation, once completed, will be forwarded to the Human Resources Office for inclusion into the faculty member's personnel file.

9.2 Remediation Process for Unsatisfactory Performance. An unsatisfactory performance may be used to initiate a remediation plan. A remediation plan is appropriate where the unsatisfactory performance may be corrected through intervention, training or some other form of assistance. The remediation plan will be jointly developed by the supervising administrator and the affected faculty member. The supervising administrator will determine the final remediation plan. A remediation plan is not appropriate for improper behavior or other unprofessional conduct not related to instructional performance.

ARTICLE 10 - DISMISSAL OF TENURED & PROBATIONARY FACULTY

10.1 Dismissal Review. The dismissal review process set forth in this Article provides fair and consistent means for separation of tenured and probationary faculty for sufficient cause. Sufficient cause may arise through professional problems that have not been resolved through progressive discipline processes, performance remediation, and other actions pursuant to RCW 28B.50.862, as currently enacted or hereafter amended. This Article applies to probationary faculty members only when they are in the midst of a contract year; it does not apply to probationary faculty members when they are denied contract renewal under Article 11.

10.2 Sufficient Cause Required. Pursuant to RCW 28B.50.861, as currently enacted or hereafter amended, a tenured faculty member shall not be dismissed except for sufficient cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause includes:

10.2.1 Incompetence in the performance of professional duties;

10.2.2 Serious neglect of duty;

10.2.3 Malfeasance;

10.2.4 Gross misconduct;

10.2.5 Willful, frequent and intransigent violation of College policies, rules and regulations;

10.2.6 Aiding and abetting or participating in any unlawful (RCW 28B.50.862);

10.2.6.1 Acts of violence;

10.2.6.2 Act resulting in destruction of College property;

10.2.6.3 Interference with the orderly conduct of the educational process.

10.2.7 Theft or embezzlement of College property;

10.2.8 Failure to maintain AHE membership pursuant to Section 5.8.1.3 of this Agreement;

10.2.9 Inability to perform duties of the faculty member's faculty position due to a mental, sensory, or physical disability which cannot be reasonably accommodated.

- 10.3 Notice of Sufficient Cause and Right to Informal Meeting. Before any official action is taken relating to a dismissal for sufficient cause, the faculty member will be given (1) written notice of the sufficient cause(s), (2) an explanation of the evidence supporting the determination of sufficient cause(s), and (3) an opportunity to rebut such determination either orally or in writing to the President. Any meeting requested by the faculty member shall take place no later than ten (10) calendar days from the date of the written notice in (1) above. The faculty member shall have the right to Association representation at this meeting. The President will consider the faculty member’s rebuttal prior to determining whether formal dismissal proceedings should be initiated.
- 10.4 Formal Dismissal Procedure. If it is determined that formal dismissal proceedings for dismissal should be initiated, the President, or designee, shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and to the Association, and provide copies to the Dismissal Review Committee (DRC or the Committee).
- 10.4.1 Notice. The notice shall include:
- 10.4.1.1 a statement of the time, place, and nature of the proceeding (the proceeding must be held on not less than ten [10] calendar days’ written notice);
 - 10.4.1.2 a reference to the allegations of sufficient cause;
 - 10.4.1.3 the effective date of the anticipated separation from service; and
 - 10.4.1.4 a brief statement of the matters asserted.
- 10.4.2 Request for Proceeding. The affected faculty member shall have ten (10) calendar days from the date of the notice of dismissal to make a written request for a proceeding. If the faculty member fails to respond within the ten (10) calendar days provided herein, this failure to request a proceeding shall constitute acceptance of dismissal and waiver of any right to a proceeding.
- 10.4.3 Proceeding Closed. The proceeding will be closed, with the exception of allowing witnesses for the time necessary to present testimony.
- 10.4.4 Procedural Rights of Affected Faculty Members. An affected faculty member who has requested a formal dismissal proceeding shall be entitled to one (1) formal proceeding and shall have the following procedural rights:
- 10.4.4.1 the right to Association representation or legal counsel who may appear and act on the faculty member’s behalf at the proceeding;
 - 10.4.4.2 the right to confront and cross-examine adverse witnesses (The DRC will give appropriate weight to written testimony provided by unavailable witnesses);
 - 10.4.4.3 the right to be free from compulsion to divulge information which the faculty member could not be compelled to divulge in a court of law;
 - 10.4.4.4 the right to be heard in the faculty member’s own defense and to present witnesses, testimony, and evidence on all issues involved;
 - 10.4.4.5 the right to the assistance of the presiding officer in securing the witnesses; and evidence pursuant to Chapter 34.05 RCW, as currently enacted or hereafter amended; and
 - 10.4.4.6 the right to have witnesses sworn and testify under oath.
- 10.5 Dismissal Review Committee (“DRC”).
- 10.5.1 Composition. The DRC shall be composed of one (1) administrator, appointed by the President, one (1) full-time student chosen by the respective student government, and three (3) tenured faculty members. The faculty members will be chosen by the Association, and elected by the faculty as a body, to serve staggered two year terms. The Association will

provide notice of those selected to the Human Resources Office by October 15 of each academic year. The DRC shall elect its own chairperson.

10.5.2 Alternates. Each identified individual or group responsible for designating appointments for the DRC will also designate the same number of alternates to serve in case of illness, injury, conflict, etc.

10.5.3 Avoidance of Conflict. Conflicts can arise because a committee member might be in the same department or program as one of the parties in dismissal proceedings, or given the close academic community that exists at the College, may have had contact, personal and/or professional relationships with one or more parties in the dismissal proceedings. These conflicts have the potential to bias, directly or indirectly, dismissal proceedings. DRC members must always keep this potential in mind and recuse themselves where a conflict of interest arises. If a member of the DRC is challenged by an entity (AHE, CBC, or the faculty member subject to dismissal proceedings) based on a perceived conflict of interest and the DRC member refuses to recuse themselves, the presiding officer will determine whether the challenged DRC member would be able to make a fair and impartial recommendation in light of the challenged person's knowledge of the case, contact or personal or professional relationship with the faculty member facing dismissal proceedings. In no case shall a member of the DRC sit in judgment of their own case or the case of their spouse, significant other, or family member. The supervising administrator of the faculty member(s) subject to dismissal shall not be a member of the DRC.

10.5.4 Duties and Responsibilities of the DRC. The general duty of the DRC shall be to submit a recommendation regarding the proposed action. Specific responsibilities of the DRC shall be:

10.5.4.1 to review the case of the proposed dismissal;

10.5.4.2 to attend the proceeding and, at the discretion of the presiding officer, to call and/or examine any witnesses;

10.5.4.3 to hear testimony from all interested parties, including but not limited to other faculty members and students, and to review any evidence offered by same;

10.5.4.4 to arrive at its recommendation in conference on the basis of the proceeding as soon as reasonably practicable, but in no event longer than thirty (30) calendar days after the conclusion of the formal proceeding; and

10.5.4.5 to write the recommendation of the DRC which will be sent to the President, the affected faculty member, and the Board.

10.6 Presiding Officer Appointment and Duties. The appointment of a presiding officer shall be done in the following manner.

10.6.1 Appointment. Upon receipt of a request for a formal dismissal proceeding from an affected faculty member, the President shall notify the Board and request that the Board appoint an impartial presiding officer who shall be an attorney in good standing with the Bar of the State of Washington or arbitrator from American Arbitration Association or Federal Mediation and Conciliation Service. The presiding officer shall not be an employee of the State of Washington or any of its political subdivisions or a member of the Board of Trustees of any community college in the State of Washington.

10.6.2 Duties. It shall be the role of the impartial presiding officer to conduct the proceeding in accordance with Chapter 34.05 RCW, as currently enacted or hereafter amended. The duties of the presiding officer include:

- 10.6.2.1 administering oaths and affirmations of those testifying (No person shall be compelled to divulge information which that person could not be compelled to divulge in a court of law.);
- 10.6.2.2 regulating the course of the proceeding;
- 10.6.2.3 holding conferences for the settlement or simplification of the issues by consent of the parties;
- 10.6.2.4 disposing of procedural requests or similar matters;
- 10.6.2.5 making all rulings regarding the evidentiary issues presented during the course of the DRC proceedings;
- 10.6.2.6 appointing a court reporter, who shall operate at the direction of the presiding officer and shall record all testimony, receive all documents and other evidence introduced during the course of the proceeding, and record any other matters related to the proceeding as directed by the presiding officer;
- 10.6.2.7 allowing the DRC to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;
- 10.6.2.8 being responsible for preparing and assembling a record for review by the Board which shall include:
 - 10.6.2.8.1 all pleadings, motions, and rulings; along with all evidence received or considered;
 - 10.6.2.8.2 a statement of any matters officially noticed; and
 - 10.6.2.8.3 all questions and offers of proof, objections, and rulings thereon; the proposed findings, conclusions of law, and the recommendation of the DRC.
- 10.6.2.9 assuring that a transcription of the proceeding is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party of the proceeding upon request and payment of costs; and
- 10.6.2.10 taking any other action authorized by rule consistent with this Section.

10.7 **Final Decision by the Board.** Upon receipt of the DRC's recommendation, the case shall be reviewed by the Board as follows:

- 10.7.1 **Decision Based on Proceeding and Record.** The case review shall be based upon the record of the proceeding and on any record made before the Board.
- 10.7.2 **Authority to Hold Additional Proceedings.** The Board may hold such other proceedings as it deems advisable. The Board may permit or deny an opportunity for oral or written argument or both by the parties or their representatives.
- 10.7.3 **DRC's Recommendation Advisory, Not Binding.** The final decision to dismiss or not to dismiss shall rest with the Board, after giving reasonable consideration to the recommendation of the DRC. The DRC's findings, conclusions and recommendation shall be advisory only and in no respect binding in fact or law upon the Board.
- 10.7.4 **Final Decision.** The Board shall within fifteen (15) calendar days following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal, if appropriate.

10.8 **Appealing the Board's Decision.** The faculty member shall have the right to appeal the final decision of the Board within thirty (30) calendar days after receipt of the final decision by filing a petition with the

appropriate superior court in accordance with RCW 34.05.514(2), as currently enacted or hereafter amended. The filing of an appeal shall not stay enforcement of the decision of the Board.

- 10.9 Administrative Leave. The College has the right to place the affected faculty member on administrative leave with pay, pending the outcome of the proceedings.
- 10.10 Effective Date of Dismissal. The effective date of a dismissal shall be determined by the Board and issued in its final written decision (e.g., immediately, end of any academic quarter, expiration of the individual employment contract).
- 10.11 Publicity. Except for announcements as may be required covering the time of the proceeding and similar matters, no public statements about the case shall be made by the faculty member, the DRC, the Association, administrative officers, or the Board until all administrative proceedings and appeals have been completed.

ARTICLE 11 – TENURE

- 11.1 System of Faculty Tenure. RCW 28B.50.850 through 28B.50.869, as currently enacted or hereafter amended, establishes a system of faculty tenure which protects the concepts of faculty employment rights and faculty involvement in the protection of those rights in the state system of community and technical colleges. This Article and Appendix F defines a reasonable and orderly process for appointment of faculty members to tenure status.
- 11.2 Definitions. For the purposes of this Article, the following definitions apply:
- 11.2.1 Faculty Appointment shall mean full-time employment as a teacher, counselor, librarian, or other position for which training, experience and responsibilities are comparable as determined by the Appointing Authority, except administrative appointments as defined by law. RCW 28B.50.851(2)(a). Full-time employment shall mean that the faculty member (a) is either tenured or tenure-track; (b) receives an annual personnel contract for full-time employment; and (c) is assigned duties as specified in Article 7 for a division or program for three (3) complete successive quarters, excluding summer quarter and approved leaves of absence.
- 11.2.2 Probationary Faculty Appointment shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer’s terms of employment. RCW 28B.50.851(3).
- 11.2.3 Probationer shall mean any individual holding a probationary faculty appointment. RCW 28B.50.850(4).
- 11.2.4 Tenure shall mean a faculty appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process. RCW 28B.50.851 (1).
- 11.2.5 Appointing Authority shall mean the Board of Trustees of Columbia Basin College. RCW 28B.50.851 (2).
- 11.2.6 President shall mean the College President of Columbia Basin College.
- 11.3 The Tenure Review Oversight Committee. The Tenure Review Oversight Committee (“TROC”) is a shared governance, campus-wide, representative committee that oversees the consistent application of the tenure review process and monitors compliance with corresponding RCW, WAC, SBCTC policy, this Agreement and established policies and procedures of the College. As such, the TROC does not evaluate probationers.
- 11.3.1 Composition. The TROC is composed of one (1) full-time, tenured faculty member from each division, one (1) administrative representative chosen by the President and one (1) full-

time student representative chosen by the Associated Students of Columbia Basin College. The administrative and student representatives shall be appointed prior to October 15th of each academic year.

11.3.1.1 Selection of Faculty Representatives. Faculty representatives on the TROC will be nominated by their respective divisions and elected during spring quarter of each year by the faculty as a body to serve two-year terms beginning fall quarter of the following academic year.

11.3.1.1.1 Elections. AHE will hold elections before April 15th each spring quarter to fill vacating second year members' positions. Members' terms are staggered to provide continuity, with elections replacing about half of the members each year.

11.3.1.1.2 Mid-term Faculty Vacancies. Mid-term faculty vacancies will be filled by appointment of the AHE President.

11.3.1.2 Removal from TROC. Members of the Committee may resign voluntarily or be removed for cause. The TROC will hear recommendations for removal of a TROC member to determine if cause exists. The member recommended for removal may provide a written rebuttal and/or have the opportunity to be heard prior to the TROC's final decision. Where the TROC determines cause exists, the member will be removed.

11.3.1.2.1 Definition of Cause. Cause is defined as a legitimate, specific reason with justification, such as a substantial deviation from responsibilities as a committee member, substantive deviation from processes in the Article, bias (a mental leaning in favor or against someone or something), or failure to recuse oneself for familial or other relationship that implies lack of neutrality. The relationship between a supervising administrator and any faculty member and the evaluative process inherent in the relationship does not itself imply "cause" and the bases for a claim must be based on relevant and meaningful facts.

11.3.1.2.2 Challenge by CBC or AHE. The College or AHE will have the opportunity to challenge the TROC decision. If the decision is challenged, a joint request for mediation will be made with PERC. In the event that mediation does not result in resolution, the mediator will render a decision as determined by a preponderance of the evidence. The College and AHE will accept and abide by the result.

11.3.1.3 Selection and Responsibilities of Chair. The Chair of the TROC will be elected each spring by the faculty representatives serving on the standing TROC. The Chair must be selected from the second year members of the standing TROC to serve a one year term. Responsibilities of the Chair are defined in Appendix F.

11.3.1.3.1 Mid-term Vacancy of Chair. A vacancy in the Chair will be filled by election by the faculty representatives serving on the standing TROC.

11.3.2 Convening of the TROC. The TROC will convene at the call of the Chair.

11.3.3 Duties and Responsibilities of the TROC. The general duties and responsibilities of the TROC shall be oversight of the tenure review process in accordance with Appendix F and include:

11.3.3.1 receipt, review and records maintenance of each probationers' Professional Development Plan ("PDP"),

11.3.3.2 receipt and records maintenance of each probationer's Quarterly Evaluation Report ("QER") each quarter,

11.3.3.3 hear appeals by probationers regarding non-compliance with the tenure review process with authority to make recommendations to the Appointing Authority for resolution.

11.3.3.4 Removal from PRC. The TROC will hear appeals by a probationer, or members of a PRC, for removal of a member of the Committee to determine if cause exists. The hearing will include relevant information and statements from the probationer, other PRC members, an opportunity for rebuttal by the member in question, the College and AHE. Where cause is found by majority vote after consideration of all evidence, the PRC member will be removed.

11.3.3.4.1 Definition of Cause. Cause is defined as a legitimate, specific reason with justification, such as a substantial deviation from responsibilities as a committee member, substantive deviation from processes in the Article, bias (a mental leaning in favor or against someone or something), or failure to recuse oneself for familial or other relationship that implies lack of neutrality. The relationship between a supervising administrator and any faculty member and the evaluative process inherent in the relationship does not itself imply "cause" and the bases for a claim must be based on relevant and meaningful facts.

11.3.3.4.2 Challenge by CBC or AHE. The College or AHE will have the opportunity to challenge the TROC decision. If the decision is challenged, a joint request for mediation will be made with PERC. In the event that mediation does not result in resolution, the mediator will render a decision as determined by preponderance of the evidence. The College and AHE will accept and abide by the result.

11.4 Peer Review Committees. Peer Review Committees ("PRC") monitor and evaluate the progress of probationers in the tenure review process. A separate PRC shall be established for each full-time probationer which shall serve as a standing committee until such time as the probationer is either granted tenure or employment in a faculty appointment is terminated. The purpose of the PRC is to evaluate the probationer's performance with formative and summative methods throughout the probationary period, to assess whether the probationer has successfully met the tenure standards, and to make a recommendation regarding tenure for the probationer.

11.4.1 Composition. Each PRC will consist of three (3) members. Two (2) members are chosen by each probationer: one (1) tenured faculty member from the probationer's department or related discipline and one (1) tenured faculty member from outside the probationer's division. The probationer's supervising administrator is the third member. The appropriate vice president will oversee the formation of the PRCs to ensure the process is timely and to assist in finding committee members when necessary. The appropriate supervising

administrator, vice president, and probationer may consult with the department lead/coordinator to assist the probationer in choosing their PRC faculty members.

In the case of a probationary appointment beginning with winter quarter, the appropriate vice president will oversee the formation of the probationer's PRC. The supervising administrator and appropriate vice president may consult with the department lead/coordinator to ensure the formation of the PRC within four (4) weeks of the date of the appointment.

11.4.1.1 PRC Pool. All full-time tenured faculty shall be eligible to serve on a peer review committee. Faculty members agree to serve for three (3) years on a probationer's peer review committee should they be chosen. No faculty member may serve on more than two PRCs at the same time.

11.4.1.2 Removal from PRC. A probationer or members of a PRC can appeal for removal of a member of the Committee for cause to the TROC according to the procedure in Section 11.3.3.4.

11.4.1.3 Mid-Term Vacancies. If a faculty vacancy occurs on a peer review committee prior to the expiration of the probationer's appointment or award of tenure, the remaining PRC members may consult with the appropriate vice president to assist the probationer in choosing a temporary or permanent replacement, depending on the circumstances.

11.4.1.4 Chair. The chair for each PRC will be chosen by the PRC from the committee's faculty peers. The duties and responsibilities of the PRC Chair are listed in Appendix F.

11.4.2 Convening of Each PRC. Annually, the appropriate vice presidents and the AHE President will convene all PRCs for training. From then on, each PRC Chair will call the PRCs to meet according to the timeline in Appendix F.

11.4.3 Duties and Responsibilities of the PRCs. The general duties and responsibilities of each PRCs shall be ongoing monitoring and evaluation of the probationer during the tenure review period, as outlined in Appendix F.

11.5 Overview of the Tenure Review Process. The evaluation process shall place primary importance upon the probationer's effectiveness in the appointment.

11.5.1 Professional Development Plan. The probationer, in consultation with their peer review committee, shall establish a Professional Development Plan (PDP) according to the Tenure Timeline in Appendix F. The PDP will clearly reflect the probationer's workload and responsibilities and set forth multiple indices upon which the probationer is evaluated. The PRC will advise the probationer to ensure that the PDP is reasonable and realistic. The PDP can be adjusted at any time by the PRC with reasonable notice to the probationer or at the probationer's request.

The most up-to-date version of the PDP is the basis for evaluation of the performance and professional competence of the probationer, and recommendations in the probationer's quarterly evaluation report will reflect the probationer's progress with the PDP. The PDP will address the following elements:

11.5.1.1 Success in Teaching, Learning, and Assessment. The PDP will include Teaching, Learning, and Assessment activities, such as those outlined in Sections 7.2-7.6, or other relevant activities determined by the PRC.

- 11.5.1.2 Professional Development. The PDP will include professional goals and plans as well as the specific professional development activities such as those in Sections 7.5.3 and 7.7.6.3 or other relevant activities determined by the PRC.
- 11.5.1.3 Shared Governance and Service to College Community. The PDP will include activities that demonstrate participation in shared governance and service to College community such as those outlined in Section 7.5 or other relevant activities determined by the PRC.
- 11.5.2 Quarterly Evaluation Report. The PRC will prepare a Quarterly Evaluation Report (QER) (according to the Tenure Timeline in Appendix F) that includes the following sections:
 - 11.5.2.1 Quarterly Self-Evaluation. A quarterly self-evaluation in which the probationer describes the progress made up to that point toward meeting the criteria as set forth in the Professional Development Plan.
 - 11.5.2.1.1 Observation of Peers. The probationer will, with assistance of their PRC chair, choose one other CBC faculty member to observe during each quarter. The probationer will provide a reflective narrative of what they learned and how they will apply what they learned to their practice.
 - 11.5.2.2 Student Evaluation. Evaluations by the probationer's students and quarterly self-reflection by the probationer responding to those evaluations. Student evaluations will be conducted in all base contract classes, or at least three sessions conducted by librarians or counselors, every quarter. For instructional faculty, student evaluations will be conducted during the final two weeks of the quarter. Student evaluations will not be included in the first quarter's QER. Student evaluations from the previous quarter will be used for the purpose of the subsequent QER. A summary and analysis in each part of the QER will include a description of patterns of student responses, as well as the actions taken by the probationer to address concerns and/or build on strengths. The QER will include both the summary/analysis and copies of the original student evaluations. The summary/analysis will guide the understanding of the original student evaluations. This raw data will not be used outside of the context of the summary/analysis.
 - 11.5.2.3 Observation by PRC. Observation of probationary faculty while performing professional responsibilities shall be a part of the evaluation process. A minimum of one classroom observation per quarter, excluding the final quarter of the probationary process (unless extended), will be made by members of the probationer's peer review committee. During the first quarter of the tenure process, all members of the PRC will observe the probationer to provide a baseline of performance. In subsequent quarters, the members of the PRC alternate observing the faculty member. After the first quarter of tenure review, each member of the PRC will observe the probationer once each instructional year. An observation schedule of the observer and the observations to be made as part of the QER will be identified by the PRC at the beginning of the fall quarter or as soon as practicable, subject to change if the PRC agrees changes are necessary or additional observations are needed. Observations to be considered in the peer review process will be limited to those reflected in the schedule.

Members of the committee will quarterly evaluate probationer's materials utilized in lecture, laboratory, and other methods of instruction.

11.5.2.4 Supervising Administrator Report. Evaluation by the probationer's supervising administrator focusing on the areas of the PDP.

11.5.2.5 Peer Report. Evaluation by a faculty peer on the committee focusing on the probationer's progress in areas of the PDP and including an analysis of the student evaluations and other observations conducted throughout the quarter.

11.5.2.6 Final Summative Evaluation Report. In Winter quarter for the third year probationers, the PRC will prepare a final written recommendation regarding award of tenure. This recommendation is included in a summative evaluation report that includes all supporting tenure documentation.

11.5.3 Evaluation. Each PRC shall evaluate only the probationer's effectiveness in the appointment in accordance with the PDP.

11.5.3.1 Evaluation Criteria. Criteria for the evaluation of teaching, learning, and assessment; professional development; and shared governance and service to the College community shall include the following:

11.5.3.1.1 Evaluation of Success in Teaching, Learning, and Assessment. The PRC will draw upon faculty and administrative observations, instructor evaluations, and other relevant experiences, to evaluate what the probationer has done, what they learned, and what they plan to do next in the area of Teaching, Learning, and Assessment. Probationers should address what they take to be relevant information drawn for all classes in subject areas and/or services offered for each quarter.

11.5.3.1.2 Evaluation of Professional Development. The probationers will be evaluated on the specific performance of professional development activities listed in the PDP. The discussion shall include what was learned, along with plans for future development activities in order to highlight how the activities have contributed to their development as a faculty member.

11.5.3.1.3 Evaluation of Shared Governance and Service to College Community. Probationers, having undertaken shared governance and service to College community activities such as those outlined in Section 7.5, will be evaluated on what they have done, what they have learned, and what they will do next in the area of shared governance and service to the College community in order to highlight how these activities have contributed to their development as a faculty member of CBC.

11.5.3.2 PRC Evaluation Meeting. The PRC may meet with or without the probationer. If a meeting is conducted, all members of the PRC must be in attendance. Any new information or materials discussed by the PRC must be discussed with the probationer in a meeting of the PRC thereafter.

11.5.3.2.1 PRC Meeting with Appropriate Vice President. A PRC may request a meeting with the appropriate vice president if in need of guidance regarding procedural questions in the peer review process. The vice president will provide consulting oversight, but will not provide any evaluative input regarding the probationer. The PRC may include in the QER materials developed from this meeting that are relevant to the evaluation of the probationer.

11.5.3.3 Review of Evaluation Materials by Probationer. The probationer shall receive a copy of any evaluation summary, evaluation instrument, report of observation, or any other document that is part of the tenure review process. The probationer may submit a written response to a QER to the TROC Chair by the Tuesday after the QER due date for review by the TROC. Nothing will enter the probationer's tenure documentation to which the probationer has not had a full and fair opportunity to respond. Any response will be attached to the QER for submission to the President and will become part of the probationer's tenure documentation.

11.5.4 Professional Improvement Plan. Any performance concerns should be addressed at the earliest possible time. When the PRC is made aware of areas needing improvement in the performance of a probationer, the PRC should meet without the probationer to determine whether there is a need for a professional improvement plan (PIP). If a majority of the PRC determines a PIP is needed, the PRC and the probationer will develop the PIP to improve the area(s) of concern. The PRC will review the PIP with the appropriate vice president to ensure it contains specific goals, indices, and timelines. The PDP should be adjusted to ensure that it aligns with the PIP. After consideration of input from the probationer and the appropriate vice president, the PRC will complete and submit the PIP and the PDP, if it was adjusted, to the TROC for final review to ensure alignment with the PDP before the next quarter of the probationer's assignment. The PIP will be implemented after final authorization by the TROC.

11.5.4.1 Evaluation of the PIP. The PRC will hold follow-up conferences and fill out quarterly progress reports from Appendix F for inclusion in the QER until the PIP is concluded. These conferences and reports should document progress and provide feedback to help the probationer improve. The PIP, once implemented, must be addressed using the PIP Progress Report in subsequent QERs until the PIP is concluded.

11.6 Tenure Review Evaluation by Quarter/Year.

11.6.1 First Quarter.

11.6.1.1 A probationer is appointed to a tenure-track position.

11.6.1.2 The probationer's PRC is formed at the start of the first quarter of tenure-track employment.

11.6.1.3 The appropriate vice presidents and AHE President will provide training on the Tenure Process for probationers by the Friday of fall In-Service each year. Attendance at this training is mandatory for all probationers, probationers' supervising administrators, all new and ongoing PRC members, and all TROC members.

11.6.1.4 The PRC and probationer prepare a PDP according to the Tenure Timeline in Appendix F or 30 days from the first day of employment if the probationer's employment start date is not during fall quarter.

11.6.2 Years One and Two.

11.6.2.1 The PRC submits the probationer's approved PDP to the TROC according to the Tenure Timeline in Appendix F or 30 days from the first day of employment if the probationer's employment start date is not during fall quarter. The probationer's PDP is valid throughout the academic year, unless recommended changes are approved by the PRC.

11.6.2.2 The PRC evaluates the probationer's quarterly performance according to the evaluation methods and indices specified in the probationer's PDP.

11.6.2.3 According to the Tenure Timeline in Appendix F, the probationer and PRC meet to discuss the probationer's performance; the PRC chair collects the components of the Quarterly Evaluation Report ("QER"), which is made available to the probationer and PRC members for signature at least two business days prior to the due date for submissions to the TROC. Fully signed QERs are due to the TROC Chair the Tuesday following the meeting deadline.

11.6.2.4 If substantive improvements are needed in performance, the PRC will develop a PIP with the probationer prior to the start of the following quarter (see Section 11.5.4).

11.6.2.5 The QER for winter quarter will include a recommendation regarding the continuation of the probationer's tenure review process based on results in the probationer's QERs. If the PRC wishes to recommend non-continuation in any other quarter, the PRC must make that recommendation in a QER for the applicable quarter. The probationer receives a copy of each recommendation. If a member of the PRC disagrees with the final summative report, based on the PDP or PIP and information from the QERs, a written statement outlining those concerns may be included in the QER.

11.6.2.6 The PRC evaluations and recommendations based upon those evaluations are not subject to appeal. Dismissal of a probationer before completion of contracted work follows the dismissal review process outlined in Article 10 - Dismissal.

11.6.2.7 The TROC reviews the PRC's recommendation to verify the PRC has followed correct tenure procedures and policies; after verification, the TROC forwards the PRC's recommendation, including supporting tenure documentation, to the President.

11.6.2.8 In March of years one and two, the President presents the recommendation of the PRC to the Appointing Authority. Pursuant to RCW 28B.50.856, as currently enacted and hereafter amended, the annual decision to continue or not continue the probationary process shall rest with the Appointing Authority, after it has given reasonable consideration to the recommendations of the PRC.

11.6.2.8.1 Pursuant to RCW 28B.50.857, as currently enacted and hereafter amended, upon the decision not to renew a probationary faculty

appointment, the Appointing Authority shall notify the probationer of such decision as soon as possible during the academic year: provided, that such notice may not be given later than one complete quarter, except summer quarter, before the expiration of the probationary faculty appointment.

11.6.2.9 Tenure may be awarded at any time by the Appointing Authority after it has given reasonable consideration to the recommendations of the PRC.

11.6.3 Year Three.

11.6.3.1 In year three, the steps outlined in Sections 11.6.2.1 through 11.6.2.6 are repeated. According to the Tenure Timeline in Appendix F, the PRC will prepare a final written recommendation regarding award of tenure. This recommendation is included in a summative evaluation report that includes all supporting tenure documentation. The probationer receives a written copy of the recommendation. The PRC may recommend that tenure be granted, tenure not be granted, or continuation of the PIP by extension of the probationary period for up to three (3) quarters pursuant to the requirements of RCW 28B.50.852, as currently enacted or hereafter amended. If the PRC is not in agreement regarding the recommendation, each PRC member indicates individual recommendation for President and Appointing Authority consideration.

11.6.3.2 The TROC reviews the PRC's summative evaluation and recommendation to verify the PRC has followed the tenure process in this Article. The TROC does not have the authority to comment on, hear appeal of, or change the PRC's recommendation. After verification, the TROC will forward the PRC's recommendation, including all supporting tenure documentation, to the President according to the Tenure Timeline.

11.6.4 Extensions. Upon formal recommendation of the peer review committee and with the consent of the probationary faculty member, the Appointing Authority may extend its probationary period for one, two or three quarters, excluding summer quarter, beyond the maximum probationary period, pursuant to the requirements of RCW 28B.50.852, as currently enacted or hereafter amended. No such extension shall be made, however, unless the peer review committee's recommendation is based on the belief the probationary faculty needs additional time to satisfactorily complete a professional improvement plan already in progress and on the committee's further belief the probationer will complete the plan satisfactorily. At the conclusion of any extension, the Appointing Authority will make the final decisions regarding tenure after the submission of the final QER as per Section 11.6.5.2.

11.6.5 Final Decision.

11.6.5.1 The President reviews the summative evaluation and recommendation of the probationers. If the President agrees with the recommendation or non-recommendation, the President will present it to the Appointing Authority for a determination regarding award of tenure, extension of the tenure review process, or withholding of tenure. If the President does not agree with the recommendation or non-recommendation and makes a contrary recommendation, the President will discuss such differences with the probationer's PRC prior to making a recommendation or non-recommendation to the Appointing Authority.

The President will meet with each probationer regarding the recommendation or non-recommendation prior to presenting it to the Appointing Authority. The President will provide the probationer with a written statement of the rationale and information forming the basis of a decision contrary to that of the PRC.

11.6.5.2 The Appointing Authority makes the final decision to grant or withhold tenure or to extend the tenure review process at the March Board meeting. Written notice of award or non-award of tenure considered pursuant to this section shall be sent to the probationer no later than the end of the 8th probationary quarter or 11th probationary quarter, where the probation period was extended pursuant to RCW 28B.50.852.

ARTICLE 12 - REDUCTIONS IN FORCE

12.1 Dismissal for Reduction in Force. The Appointing Authority shall have the authority to terminate the employment of any tenured or probationary faculty member because of reduction-in-force (“RIF”). The procedure detailed in this Article is intended to provide an orderly method by which faculty members can be dismissed by reduction-in-force. Sufficient cause for RIF will mean either of the following:

12.1.1 Elimination or reduction of programs; or

12.1.2 Washington State Board for Community and Technical College declaration of financial emergency pursuant to RCW 28B.50.873, as currently enacted or hereafter amended, under the following conditions:

12.1.2.1 Reduction of allotments by the Governor pursuant to RCW 43.88.110(2), as currently enacted or hereafter amended; or

12.1.2.2 Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

12.2 Reduction-in-Force Units

12.2.1 The following College RIF Units are hereby established:

Accounting	History
Adult Basic Education	Human Development (HDEV)
Agriculture	Human Services
Anthropology	Intercultural Studies
Art	Library
Automotive Technology	Manufacturing Technology
Biology	Mathematics
Business/Entrepreneurship	Music
Chemistry	Nursing
Computer Science	Physics
Counseling	Political Science

Criminal Justice	Project Management
Cyber Security	Psychology
Dental Hygiene	Radiologic Technology
Economics	Sociology
Education	Spanish
Engineering Technology	Spanish Interpreting
English	Speech/Drama
English Language Acquisition	Surgical Technology
Exercise Science	Welding Technology

12.2.2 Addition or Deletion of RIF Units. Additional RIF Units may be created or deleted as a result of program additions or closures, or by mutual agreement between the College and the Association.

12.2.3 Publication and Distribution of RIF List. The Office of Instruction will publish and distribute to faculty members the RIF list on or before November 1 of each year. Any dispute(s) regarding primary RIF Unit assignment will be consolidated and resolved through initiation of a grievance at Step Two of Article 16 and expedited arbitration, if not resolved at Step Two. Any dispute(s) regarding the process of secondary RIF Unit assignment will follow the grievance procedure as detailed in Article 16.

12.2.4 Assignments to Primary RIF Unit. Initial placement to a Primary RIF Unit is based upon the RIF Unit(s) in which the faculty member is hired. In subsequent years, the Vice President for Instruction will assign each full-time tenured or tenure track faculty member to the appropriate RIF Unit(s), ranked in accordance with the seniority procedures defined herein.

12.2.4.1 Seniority Placement for Reassigned Primary RIF Unit. Seniority accrued in an initial Primary RIF Unit will be transferred to any newly reassigned Primary RIF Unit.

12.2.4.2 Counselors hired prior to 2008 are grandfathered as a dual placement on the Counselor and HDEV Primary RIF Units.

12.2.5 Assignments to Secondary RIF Unit. To be assigned to a secondary RIF Unit, a faculty member must meet the minimum qualifications listed on the most recent tenure-track job announcement posted for a position within that RIF Unit and must have taught representative courses in the secondary RIF Unit within the last three (3) academic years. Representative courses shall mean a range of courses taught in the subject area as determined by the Vice President for Instruction, with input from the appropriate deans and faculty. In the event secondary placement is sought on the counselor or librarian RIF Unit, the faculty member must have performed the duties as detailed in Section 7.3 or Section 7.4, as appropriate, within the last three (3) academic years in place of teaching representative courses. Each program will have on file in the Vice President for Instruction's office an up-to-date listing of the range of courses taught or services provided.

12.2.5.1 Seniority Placement in Secondary RIF Unit. Placement in a secondary RIF Unit will be below all primary assignments of the tenured faculty members in the Unit and in order of length of service in the Unit, as described in Section 12.2.6.

12.2.5.2 Application for Placement on Secondary RIF Unit. Letters of Application for placement on a secondary RIF Unit shall be filed with the appropriate

administrator of the RIF Unit, prior to the end of the academic year using the criteria in Section 12.2.5. The appropriate administrator will indicate in writing whether the application meets the criteria. The Vice President for Instruction will make a determination regarding secondary unit placement based on the same criteria. Approved placement on a secondary RIF Unit will become effective at the start of the subsequent instructional year.

12.2.5.3 Maintenance on the Secondary RIF Unit. The Vice President for Instruction will reevaluate the continued placement of each faculty member on a secondary RIF Unit each fall. Failure to fulfill the criteria in Section 12.2.5 above will result in removal from the secondary RIF Unit. To restart seniority accrual in the secondary RIF Unit, the faculty member must meet the criteria in Section 12.2.5 above. Seniority accrual will resume at the start of the instructional year following the date of recertification by the Vice President for Instruction. There is no retroactive accrual for time lost between the freeze date and accrual resume date.

12.2.6 Seniority. Seniority will be determined based on the number of years of employment beginning with the date of the signing of the first full-time tenure track contract for the most recent period of continuous full-time service for the College, which will include sabbatical leaves and periods of layoff.

12.2.6.1 Ties in Seniority. In instances when faculty members have the same signature date of their full-time tenure-track contracts, seniority will be determined in the following order:

12.2.6.1.1 Date the offer of employment was accepted by the faculty member as indicated in the employment acceptance letter issued by the Human Resources Office.

12.2.6.1.2 Earliest date stamp on the original application, as held in the Human Resources Office.

12.2.6.2 Administrative Assignment. In the case of a faculty member moving to an administrative position, seniority will remain at the same level as when the faculty member moved to an administrative post. If the same faculty member returns from administration to full-time faculty assignment, seniority will continue from the level the faculty member had reached when the faculty member moved to the administrative post.

12.3 Implementation of RIF.

12.3.1 Notice of RIF. When the President determines that reductions in staff will be necessary in the near future, the President will give notice of the potential reductions to the Association. The reasons and conditions necessitating the RIF will be included in the notice. The Association will then have the right to meet with the President within fifteen (15) calendar days of receipt of the notice to discuss the potential RIF. The Association may review budgetary considerations relating to a reduction in faculty. The President will present and explain the major criteria to be used to identify those to be laid off. Additionally, the President will identify courses currently in the curriculum that are expected to be eliminated and explain the reasons for elimination.

12.3.2 Determination of RIF. If the number of faculty members is to be reduced, the President will decide in the case of each affected RIF Unit what course offerings, programs and/or other

services are most necessary. In making decisions on reductions, the President will consider the following factors:

- 12.3.2.1 All offerings in each affected RIF Unit and the need for the offerings to meet degree and transfer requirements;
- 12.3.2.2 The goals and objectives of the College;
- 12.3.2.3 Information concerning faculty member vacancies occurring through retirement, resignation, sabbatical and leave of absence;
- 12.3.2.4 Enrollment, the trends in enrollment, and their effect upon the department or program; or
- 12.3.2.5 Budget limitations; lack of funds; change in instructional or service programs or courses; or lack of students participating in particular programs, course, or services.

12.3.3 Order of RIF. Within each affected RIF Unit, the President shall observe the following order of RIF:

- 12.3.3.1 Prior to RIF of probationary or tenured faculty members, non-probationary and non-tenured faculty members will be dismissed, without the right to a hearing.
- 12.3.3.2 First order of RIF is full-time probationary faculty members in order of least seniority within the affected RIF Unit.
- 12.3.3.3 Second order of RIF is full-time tenured faculty members in order of least seniority within the affected RIF Unit.
- 12.3.3.4 The above order and/or application of seniority may be interrupted in the event that strict adherence would result in no qualified individual being available to fully perform the duties of remaining courses or support services.

12.4 RIF Procedure.

12.4.1 Notice to Affected Faculty Member(s). After it is determined which faculty member(s) will be dismissed as a result of reduction-in-force, the President will meet with each affected faculty member in a personal conference to discuss the proposed RIF. The affected faculty member will also be given written notice of RIF and separation from employment.

12.4.1.1 The notice will clearly indicate that separation is not due to job performance of the faculty member and will state the basis for the RIF and the effective date of separation from service.

12.4.1.2 The notice will also specify the faculty member's alternatives:

12.4.1.2.1 The affected faculty member shall have the right to a formal hearing pursuant to Chapter 34.05 RCW, as currently enacted or hereafter amended. A written request for such a hearing must be made by the affected faculty member within ten (10) calendar days from the date of the notice of intent to dismiss.

12.4.1.2.2 A faculty member notified of reduction-in-force who chooses not to have a formal hearing is guaranteed up to fifty (50) contractual days of pay in lieu thereof commencing at the day notification is received from the President. If the number of days, from the date of notification to the date of separation is equal to or greater than 50 days then no compensation will be awarded. If the number of days is less than 50, then the faculty member is entitled compensation for the difference between the date of notification and the date of separation. Separation shall become effective on the date stated in the notice regardless of the duration of any individual personnel contract.

12.4.2 Formal Hearing. If the affected faculty member chooses to have a hearing, the faculty member shall be entitled to one (1) formal contested case hearing pursuant to Chapter 34.05 RCW, as currently enacted or hereafter amended, before the Dismissal Review Committee (DRC). The formal hearing will be concluded within sixty (60) calendar days after written notice of the RIF has been issued to the affected faculty member.

12.4.2.1 Issue. Pursuant to RCW 28B.50.873, as currently enacted or hereafter amended, the only issue to be determined during the formal hearing will be whether the particular faculty member advised of severance is the proper one to be dismissed.

12.4.2.2 Consolidation of Hearings. Where there is more than one faculty member affected by the College's RIF, such faculty members must act collectively in making this request.

12.4.2.3 Costs. Costs incurred for the services and expenses of this hearing officer will be shared equally by the College and the Association or faculty member requesting the hearing.

12.4.2.4 Procedural Rights. The faculty member shall have the same procedural rights as those allowed for under Section 10.4.4 of the Dismissal Review Article, with the determination limited to the issue in Section 12.4.2.1.

12.4.2.5 Dismissal Review Committee. The duties of the Dismissal Review Committee are the same as those allowed for under Article 10.

12.4.2.6 Presiding Officer. The duties of the Presiding Officer are the same as those allowed for under Article 10.

12.4.2.7 Review by Board. The review by the Board is the same as allowed for under Article 10.

12.4.2.8 Appealing the Board's Decision. The right of appeal is the same as allowed for under Article 10.

12.4.2.9 Writings. Upon the request of a faculty member dismissed by reduction-in-force, the President will write a letter stating:

12.4.2.9.1 Reasons for RIF,

12.4.2.9.2 The qualifications of the affected faculty member, and

12.4.2.9.3 Any other pertinent information which may be of assistance in securing another employment position.

12.5 Recall Rights.

12.5.1 Right to Recall. Faculty members who have been separated from service as a result of reduction-in-force shall have the right to be recalled consistent with the provisions specified below.

12.5.1.1 Recall will be in reverse order of RIF by RIF Unit(s) to a faculty position, either a newly created or a vacant full-time position, provided the faculty member is qualified to perform the needed duties of such a position and meets the minimum qualifications. New hires will not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable RIF Unit recall list(s) to accept the vacancies or a faculty member declines the offer of reinstatement.

12.5.1.2 The right of recall will extend to September 1, two (2) full academic years after the effective date of RIF.

12.5.1.3 A faculty member on RIF will have fifteen (15) calendar days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the faculty member fails to respond, the faculty member's recall rights will be waived.

12.5.1.4 Notice to Association. The College will notify the Association, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

12.5.2 Maintenance of Recall List. Recall list(s) will be created and maintained by the College for each affected RIF Unit. The names of each affected faculty member will be placed on the appropriate RIF Recall list(s) according to seniority. It is the responsibility of the faculty member on RIF to furnish the Human Resources Office the address to which notices are to be sent to the faculty member and other pertinent information.

12.5.3 Right to Update Records. A faculty member on RIF, who obtains additional certification, qualifications, or retraining while on recall list(s), will be entitled to update the personnel records with the Human Resources Office. A faculty member on recall may petition the Vice President of Instruction to change designation of RIF Unit(s) during the first week of the instructional year.

12.5.4 Right of First Refusal. A faculty member on recall will have the first right of refusal to any part-time assignments in the originally assigned RIF Unit(s); provided failure to accept such assignment will not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein will require the College to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status, the number of part-time assignments, if any, made in the applicable RIF Unit will not be increased over the number in existence at the time of RIF by more than the equivalent of one-half of a full-time load.

12.5.5 Benefits Upon Recall. Upon recall, a faculty member will retain all previously accrued, but unused benefits, such as sick leave. No College benefits will accrue or be granted to a faculty member while on RIF. Benefits may be transferred and/or self-paid to the extent permitted by law.

12.6 Program/RIF Unit Elimination. If the Appointing Authority determines it is necessary to eliminate an academic program/unit, and that elimination will not result in the reduction-of-force of any tenured or

probationary faculty member, the program/unit may be eliminated. Notice of program elimination will be given to faculty members who have secondary unit seniority in that program area and to the Association.

ARTICLE 13 - COMPENSATION

13.1 Faculty Annual Salaries. Full-time faculty members shall be paid for the performance of duties in Article 7 in accordance with the following:

Full-time Faculty Salary Schedule:

	Assistant Professor	Associate Professor	Senior Associate Professor	Professor	Senior Professor
(1) Minimum Qualifications of Position	\$57,000	\$60,990	\$65,259	\$69,827	\$74,115
(2) Doctorate/Master Craft /High Demand	\$59,280	\$63,430	\$67,870	\$72,621	\$77,704

For the purposes of interpreting the Salary Schedule and Article 14 (Promotion), the following definitions apply:

- Minimum Qualifications shall mean the minimum qualifications in terms of education and experience requirements for the faculty position as stated in the position posting.
- Doctorate shall mean an earned doctoral degree from a regionally accredited institution in the discipline of the faculty member’s appointment or in the discipline of education.
- Master Craft shall be limited Career and Technical Education (CTE) faculty who have attained the highest level of certification and training within the vocation that serves as the basis for their full-time position. The following certifications have been approved for placement into the Master Craft row on the Salary Schedule:
 - o Automotive Service Excellence (ASE) Master Technician
 - o American Welding Society (AWS) Certified Welding Educator and Certified Welding Inspector
 - o National Institute for Metalworking Skills – Level 3 certification

In the event the College recruits faculty for other CTE disciplines not already identified above, the College will consult with AHE before adding the additional discipline(s) to the list of Master Craft positions. Should this occur, the faculty in the discipline(s) who are currently paid the Minimum Qualifications rate, will be adjusted to the Master Craft rate according to the Salary Schedule.

- High Demand shall mean specifically designated discipline(s) in which the market pays higher salaries leading to difficulty in recruitment, including: Nursing, Dental Hygiene, Engineering Technology and Cyber Security. In the event the College determines recruitment is difficult for other discipline(s), it will consult with AHE before adding the additional discipline(s) to the list of High Demand positions. Should this occur, the faculty in the discipline(s) who are currently paid the Minimum Qualifications rate, will be adjusted to the High Demand rate according to the Salary Schedule.
- Salary progression across the columns shall be in accordance with award of tenure in Article 11 and/or promotion in Article 14 thereafter. Progression through the columns may not be skipped.

Salary change to the Doctorate, Master Craft or High Demand row is through attainment of a doctoral degree or designation in a High Demand discipline.

- 13.1.1 Salaries for New Faculty Members. Each new full-time tenure-track, special faculty appointment and temporary faculty member will receive a base salary on the Salary Schedule:
- 13.1.1.1 Tenure-Track. New tenure-track faculty will be placed in the Assistant Professor column and in the appropriate row based upon minimum qualifications, attainment of a Doctorate, Master Craft or appointment in a High Demand discipline.
 - 13.1.1.2 Special Faculty Appointment. A special faculty appointment will be placed in the Assistant Professor column and in the appropriate row based on minimum qualifications, attainment of a Doctorate, Master Craft or appointment in a High Demand discipline.
 - 13.1.1.3 Temporary One-Year. A temporary one-year will be placed in the Assistant Professor column and in the appropriate row based upon minimum qualifications, attainment of a Doctorate, Master Craft or appointment in a High Demand discipline
- 13.1.2 Salary Increase for Award of Tenure. Upon the award of tenure and title to Associate Professor under Article 11, the base salary of each tenure-track faculty member will progress on the Salary Schedule effective the following instructional year.
- 13.1.3 Salaries for Tenured Faculty Members. Upon the subsequent awards of promotion and title changes in Article 14, the base salary of each tenured faculty member will progress on the Salary Schedule the following instructional year.
- 13.1.4 Cost of Living Adjustments (COLA). After June 30, 2019, COLAs, based on legislative funding, will be used to adjust faculty salaries of full-time temporary faculty, special faculty appointments, tenure-track and tenured faculty members and will be evenly distributed based on the number of faculty. COLA amounts will increase the Salary Schedule by appropriate means. The College will update the Salary Schedule and post it for viewing on the Labor Relations webpage after each increase.
- 13.1.5 Salary Advancement for Tenured Faculty Members Exceeding Salary Schedule Maximum. Tenured faculty whose salaries exceed the maximum base salary, in the appropriate column or row may apply in order to attain the title corresponding to the promotion but will receive no additional pay until the salary schedule surpasses their current salary.
- 13.1.5.1 Increment Funding. Distribution of increment funding, based on legislative funding, will be used to adjust base faculty salaries of full-time temporary faculty, special faculty appointments, tenure-track and tenured faculty members and will be evenly distributed based on the number of faculty. The adjustment will be made within thirty (30) days of receipt of the funding and issuance of an addendum to each faculty member's personnel contract. Increment funding will increase the Salary Schedule by proportionate means. The College will update the Salary Schedule and post it for viewing on the Labor Relations webpage after each increase.
 - 13.1.5.2 Turnover Savings. Turnover savings is the difference between the salary of a retiring faculty member and the replacement incoming faculty member, which is calculated minus benefits, sick leave buyout, and other Legislative-allowable

charges. When the College hires more new faculty than retiring faculty, the difference is calculated with all salary differences calculated into a total amount. Turnover savings is realized each fall, after the effective date of the retirement and the replacement faculty member(s) start date(s). Positions eliminated by a permanent reduction-in-force will not be calculated for turnover savings. The College will provide AHE, as soon as practicable, an accounting of the personnel changes affecting the turnover savings calculation. Turnover savings will be used to adjust the base salaries of tenure-track, tenured, special faculty appointments and full-time temporary faculty members by dividing the total amount of savings by the number of faculty members and will increase the salary schedule by proportionate means. CBC and AHE will evaluate the practicality of the effective date of the distribution of any turnover savings based on amount, time of determination, feasibility of making a salary change mid-year, considering the amount, which if negligible may be enough to wait until issuance of personnel contracts for the following instructional year. The College will update the Salary Schedule and post it for viewing on the Labor Relations webpage after each increase.

13.1.6 Pay Periods. Salaries for annually contracted faculty will be paid in twenty (20) payments (pay dates from September 25 to July 10) unless the faculty member notifies the Human Resources Office by e-mail by August 31 that the faculty member is opting to be paid in twenty-four (24) payments (pay dates from September 25 to September 10). If the faculty member chooses this method of payment, it shall remain in effect on an annual basis until the faculty member notifies the Human Resources Office by August 31 for a change for the upcoming instructional year.

13.2 Service of Duties and Responsibilities in 4-Quarter Programs. Counselors, Librarians, and four-quarter program faculty members will receive pro-rata pay if the College requires responsibility similar to that of the regular instructional year.

13.2.1 When this is required, the same faculty will be allowed to use accrued sick leave in accordance with Article 15 (Faculty Leave) outside of the instructional year and during the contract period.

13.3 Non-Instructional Activity.

13.3.1 Faculty members will be paid for curriculum development under the following circumstances and upon approval of the appropriate supervising administrator:

13.3.1.1 For programmatic development but not to develop single classes unless there is an unusual circumstance; it is understood development of new classes is part of the responsibility of full-time faculty.

13.3.1.2 If the College determines that the development of a single class is essential and that the full-time and/or adjunct faculty members currently do not have the expertise to develop the class/program, thus requiring extensive research and time to complete the curriculum development.

13.3.2 College-approved activities, other than curriculum development, that may be compensated with the approval of a supervising administrator at the non-instructional activity rate include, but are not limited to:

13.3.2.1 Grant and contract non-instructional activity.

13.3.2.2 Professional support for special events.

13.4 Extra-Contractual Faculty Positions. These positions support and direct activities which are event and facility-based and that enrich student, college, and community life. The College reserves the right to offer these extra-contractual positions based on the needs of the College.

13.4.1	<u>Directorships.</u>	<u>Annual Stipend</u>
	Vocal Music Director	\$ 6,400
	Instrumental Director	\$ 6,400
	Concert Band Director	\$ 6,400
	Drama Coach	\$ 6,400
	Gallery Director	\$12,000*
	Assistant Drama Coach	\$4,800
	Surgical Technology	\$6,800*

*- For Academic Year

13.4.2 Coordinators and Leads. These positions are faculty shared governance positions that support programs and instruction. Duties and responsibilities for the positions are reflected in Appendix D. Compensation for these positions is by a percentage of release, stipend, or a combination of both as reflected in Sections 13.4.2.1 & 13.4.2.2. When faculty members no longer perform coordinator and lead positions, they will no longer be compensated for these duties and responsibilities. With the approval of the appropriate supervising administrator and the faculty members serving in the position of leads and coordinators, the duties and stipends can be divided among faculty members.

13.4.2.1 Coordinators. These positions are appointments made by the appropriate supervising administrator and have broad programmatic focus. Job responsibilities in addition to those delineated in Appendix D are determined by the deans based upon the specific needs of the College, division, or departmental programs.

Computer Science	5 contact hours release per quarter
Jazz Festival	\$4,800
Criminal Justice	\$5,200
Theater Facilities	\$4,800
Adult Basic Education	\$5,200
English Language Acquisition	\$5,200
Radiologic Technology	\$7,200*
Welding	\$5,200
Library	\$4,800
Counseling	\$6,400*
Manufacturing Technology	\$5,200
Automotive Technology	\$5,200
Nursing	\$5,200
I-BEST	\$4,800
Project Management	\$5,200
Cyber Security	\$5,200
Medical Assisting	\$5,200*
Dental Hygiene	\$5,200*

*- For Academic Year

13.4.2.2 Leads. Instructional department lead positions are faculty shared governance positions elected by departmental full-time faculty every two years. Job responsibilities in addition to those delineated in Appendix D are

determined by the deans based upon the specific needs of the College, division, or departmental programs. Duties do not involve faculty-to-faculty discipline or evaluation.

Music	\$5,200
English	5 contact hours release per quarter
Visual Arts	\$5,200
Speech/Drama	\$5,200
Foreign Language	\$5,200
Social Science	\$5,200
Business	\$5,200
Life Science	\$5,200
Engineering Technology	\$5,200
Exercise Science	\$5,200
Physical Science	\$5,200
Math	5 contact hours release per quarter
Behavioral Science	\$5,200

13.4.3 Extra-Contractual Course Assignments. The annual workload and duties, responsibilities and expectations listed in Article 7 Workload define the full-time workload obligation. Full-time faculty members may be given the opportunity to accept extra-contractual course assignments as determined appropriate by the supervising administrator. In the event extra-contractual assignments are offered, taking the assignment is not required of any faculty member. Extra-contractual course assignments are paid at the Adjunct Salary Schedule in Section 17.7.3 of this Agreement.

13.4.3.1 Office Hours Commensurate with Extra-contractual Course Assignment. Faculty members teaching on an extra-contractual basis must have office hours or other forms of availability to students, including through phone, e-mail, or online support, necessary to ensure enrolled students have sufficient access to their instructor. The availability will be provided through a proportionate amount of additional office hours based on the percentage of extra-contractual workload over the full-time workload, or sufficient availability as negotiated between faculty member and direct supervising administrator. A faculty member who fails to provide sufficient and regular access or is not responsive in a timely manner to students may be denied assignment of future extra-contractual courses by the direct supervising administrator or the appropriate vice president until such time it is determined the faculty member will provide appropriate accessibility and/or respond to students in a timely manner.

13.4.4 Miscellaneous Assignments. Other miscellaneous assignments may be offered to full-time faculty paid as stated below or according to the appropriate rate under the Adjunct Salary Schedule in Section 17.7.3 of this Agreement.

13.4.4.1 Independent Study. Independent study is a learning opportunity that enables a student or students to pursue an individual or directed study in a field of special interest and on a previously approved topic for course credit and taken under the supervision of a faculty member. Faculty member contact under an independent study is arranged between the faculty member and student and is not clustered with other classes.

13.4.4.1.1 A quarterly independent study contract between the faculty member and the individual student participating in the independent study shall be approved by the appropriate

supervising administrator and routed to the Student Services Office to be filed with the student's record. The contract must include a statement of the subject content, the specific learning outcomes for the course, learning tasks and work to be completed by the student, and credit to be earned.

13.4.4.1.2 A quarterly independent study shall not be included in workload computations. Approved independent study contracts shall be paid on the basis of thirty-five dollars (\$35.00) per credit, per student participant, per quarter. Compensation for independent study is appropriate regardless of whether the student(s) enroll in the independent study for credit or on an audit basis.

13.4.4.1.3 Where a faculty member proposes an in-depth independent study based on student need and consisting of scheduled class time for instruction and/or advising of students, which is supported by the appropriate supervising administrator, the appropriate vice president may approve independent study compensation paid at a pro-rated credit/course rate calculated based on the number of hours for pay at the instructional, non-instructional and lab rates as stated in the Adjunct Salary Schedule in Section 17.7.3 of this Agreement.

13.4.4.2 Team Teaching Assignments. Team taught courses consist of all team taught contact hours or team taught and individually taught contact hours in a proportion agreed upon by the appropriate supervising administrator and appropriate vice president. Team taught contact hours are defined in hours in which two or more faculty operate simultaneously with an assigned group of students to integrate and/or add depth to the subject matter or to work with a set group. Team teaching assignments, and other collaborative efforts, such as learning communities and I-BEST (Integrated Basic Education and Skills Training) courses shall be paid on a pro rata basis and shall be exempted from load calculations. Linked courses are courses where only one instructor is providing instruction to students at any given time. Linked courses are not considered team teaching assignments and each instructor's portion of the linked course is the only course that counts toward each individual instructor's workload.

13.4.4.3 Substitution Assignments. Faculty members shall not be required to substitute for the absence of another faculty member as part of their normal workload.

13.4.4.3.1 Approval of Substitution Assignments. Only the supervising administrator can appoint a substitute or determine class coverage in the absence of a faculty member after consideration of anticipated duration of absence, nature of course content and/or assignment, impact on students and other relevant factors.

13.4.4.3.2 Cover or Exchange as Professional Courtesy. Full-time faculty may occasionally "cover" assignments for absent colleagues, in lieu of the need to cancel class and/or pay a

substitute. A faculty member who arranges for a full-time faculty colleague to cover a class must notify the appropriate supervising administrator prior to the absence with the proposed faculty member who will be covering, along with the class and date and time of the substitution. This coverage is considered a professional courtesy between faculty members. A faculty member approved for the absence is still accountable for fulfilling all contractual obligations, including contract days and requirements detailed in Article 7.

13.4.4.3.2.1 Absence for other work-related duties. When an absence is related to the fulfillment of the faculty member's position or is generally considered to be college business, the faculty member is not required to meet the documented leave requirements in Article 15 (Leave).

13.4.4.3.2.2 Absence for Sick Leave or other purposes. When the basis for the absence is for qualified leave purposes as specified in Section 15.2.2.1 of this Agreement or other non-work related purposes, the faculty member is responsible for reporting leave, unless the leave is taken *de minimis* in nature and aside from the class assignment, the remainder of the contractual obligations for the contract day are completed by the faculty member.

13.4.4.3.2.3 Compensation for Substitution. For substitute assignments, other than those performed as a professional courtesy for another full-time faculty member, the faculty member assigned will be compensated according to the Adjunct Salary Schedule (lecture, lab or non-instructional rate as stated in Section 17.7.3) provided such activities are assigned and approved in advance by the appropriate supervising administrator. Submission of leave by the absent faculty member is required for the faculty member's full-time workload assignment under Article 15 Leave, as well as for leave without pay for any absence for the extra-contractual assignment.

13.4.5 Miscellaneous Compensation.

13.4.5.1 Course cancellation. The College plans each quarter's course schedule to meet the varying needs of new and returning students, provide access to its academic programs, and support projected enrollment levels. In any quarter, courses may be cancelled at the discretion of the College because

of insufficient enrollment or other extenuating circumstances. The College will endeavor to provide notice first by telephone call to the faculty member's number on record with the division office, followed by an e-mail to the faculty member's college e-mail address, though the e-mail will suffice as adequate notice. The College will be responsible for notifying students in the event of a course cancellation and for assisting students in making alternate enrollment decisions. Full-time faculty members whose courses are cancelled for low-enrollment receive compensation according to the following:

- 13.4.5.1.1 In the event the cancelled course was scheduled as part of the faculty member's full-time load and the course is replaced with an equivalent course for the quarter, then no cancellation pay will be paid.
- 13.4.5.1.2 If the cancelled course was in addition to the faculty member's full-time load as an extra-contractual course and the course is cancelled with less than seven (7) calendar days notice prior to the start of the course, payment will be prorated on the basis of one class session at the instructional rate of pay.
- 13.4.5.1.3 If the course is cancelled any time after the initial class session, payment will be based on the instructional rate of pay for the actual number of hours taught or three hours at the current adjunct lecture rate, whichever is higher.
- 13.4.5.1.4 If the faculty member accepts an offer to run a scheduled course as an independent study section, then no cancellation pay will be paid.
- 13.4.5.1.5 In circumstances in which the full-time faculty member made extensive course preparations for a new course offering (not previously taught by the faculty member at the College) and the course is cancelled with less than seven (7) calendar days notice prior to the start of the course, the appropriate supervising administrator will consider compensating the full-time faculty member with curriculum development for time spent toward preparations at the non-instructional rate, not to exceed ten (10) hours. Payment under this provision supersedes the notice payment in Section 13.4.5.1.2 above, though can be paid with 13.4.5.1.3 for classes taught by the faculty member.
- 13.4.5.1.6 Course cancellation pay is not provided when the cancellation is due to extenuating circumstances such as natural disaster, a catastrophic situation or damage to College buildings or other infrastructure.

ARTICLE 14 - PROMOTION

- 14.1 Introduction. The process of promotion described in this Article is created to promote academic and professional growth and advance in rank. Award of the titles will reflect excellence in the areas of success in educating, advising, and mentoring students; scholarship; and service to the College community.

- 14.2 Faculty Titles. Any of the titles including the following:
- 14.2.1 Instructor/ Librarian/ Counselor: Any non-tenure track faculty member (temporary, special faculty appointment or adjunct), though faculty serving in these positions are not eligible for promotion under this Article.
- 14.2.2 Assistant Professor: Any tenure-track faculty member.
- 14.2.3 Associate Professor: Any tenured faculty member.
- 14.2.4 Senior Associate Professor: Any tenured faculty member having been awarded the title Senior Associate Professor in accordance with the promotional process in this Article.
- 14.2.5 Professor: Any tenured faculty member having been awarded the title Professor in accordance with the promotional process in this Article.
- 14.2.6 Senior Professor: Any tenured faculty member having been awarded the title Senior Professor in accordance with the promotional process in this Article.
- 14.3 Promotion Advisory Committee.
- 14.3.1 Composition and Qualification of Committee. The Promotional Advisory Committee (PAC or the Committee) will be made up of one (1) tenured faculty member from each division, including librarians and counselors, elected by the members of the division. Faculty members who are undergoing promotional review are not eligible to serve on the Committee. The College will appoint three (3) administrative representatives to the PAC. All members of the PAC will have equal voice on the Committee.
- 14.3.2 Selection Process and Term. Faculty representatives on the PAC will be nominated by their respective divisions and elected during spring quarter of each year by the faculty as a body to serve two-year terms beginning fall quarter of the following academic year.
- 14.3.2.1 Elections. AHE will hold elections before April 15th of each spring quarter to fill vacating second year members' positions. Members' terms are staggered to provide continuity, with elections replacing about half of the members each year.
- 14.3.2.2 Midterm Vacancies. Mid-term vacancies will be filled by appointment from the appropriate division by the AHE President.
- 14.3.3 Removal from PAC. Members of the PAC may resign voluntarily or be removed for cause.
- 14.3.3.1 Definition of Cause. Cause is defined as a legitimate, specific reason with justification, such as a substantial deviation from responsibilities as a committee member, substantive deviation from processes in the Article, bias (a mental leaning in favor or against someone or something), or failure to recuse oneself for familial or other relationship that implies lack of neutrality. The relationship between a supervising administrator and any faculty member and the evaluative process inherent in the relationship does not itself imply "cause" and the basis for a claim must be based on meaningful and relevant facts.
- 14.3.3.2 Process for Challenge. The PAC will hear recommendations for removal of a PAC member to determine if cause exists. The member recommended for

removal may provide a written rebuttal and/or have the opportunity to be heard prior to the PAC's decision. Where the PAC determines cause exists, the member will be removed.

14.3.3.3 Challenge by CBC or AHE. The College or AHE will have the opportunity to challenge the PAC decision. If the decision is challenged, a joint request for mediation services will be made with PERC. In the event mediation does not result in resolution, the College and AHE will accept a decision made by the PERC mediator and abide by the result. Replacement of any member will be expedited through standard appointment processes to avoid disruption in process.

14.3.4 Selection of Chair. The Chair of the PAC will be elected each spring by the faculty representatives serving on the standing PAC. The Chair must be selected from the second year members of the standing PAC to serve an additional one-year term.

14.3.4.1 Midterm Vacancy of Chair. A vacancy in the Chair will be filled by election by the faculty representatives serving on the standing PAC.

14.4 Duties and Responsibilities of PAC.

14.4.1 The general duties and responsibilities of the PAC shall be the rigorous and thorough evaluation of faculty members' Portfolios based on the established criteria and scored according to the rubric in Appendix G.

14.4.2 The PAC makes recommendations to the President regarding faculty promotion based on Portfolio evaluations.

14.4.3 Additionally, the PAC will oversee the following:

14.4.3.1 Recommending revision of the promotion criteria and process in this Article and Appendix G to AHE and the College;

14.4.3.2 Providing faculty members with annual face-to-face workshops regarding preparation of quality portfolios well in advance of the portfolio due date; and

14.4.3.3 Encouraging professional and personal development through periodic trainings and workshops.

14.5 Purpose of the Personal Promotion Portfolio. Portfolio development has three related purposes that will serve as the basis for evaluation and recommendation for promotion: (a) To document the professional growth of a faculty member; (b) to assist each faculty member in the process of personal assessment; and (c) to demonstrate accomplishment and excellence to the PAC and the President for potential promotion.

14.5.1 Criteria. The following criteria focuses on accomplishment and excellence in:

14.5.1.1 Success in educating, advising and mentoring students;

14.5.1.2 Scholarship; and

14.5.1.3 Service to the College community.

14.5.2 Elements of the Portfolio. Using Appendix G as a guide, the faculty member will include the following elements in the Portfolio:

14.5.2.1 Reflective Narrative. The Portfolio will include a written narrative that applies the three criteria to the evidence and documentation of the faculty member's accomplishments over the period of review. This narrative will

describe the context that underlies the faculty member's accomplishments and will create a cogent argument for promotion.

14.5.2.2 Faculty Development Plan (Plan). The Portfolio will include a Plan to support a professional development process and achievement of professional goals in the areas of educating, advising and mentoring students; scholarship; and service to the College community.

14.5.2.3 Evidence and Documentation. The Portfolio will include evidence demonstrating the faculty member's accomplishment and excellence in the areas of educating, advising and mentoring students; scholarship; and service to the College community. This evidence will support the argument for promotion that the faculty member made in the Reflective Narrative.

14.6 Annual Process. Annually, each tenured faculty member may complete the following tasks toward the production of a Portfolio:

14.6.1 Share plan with supervising administrator;

14.6.2 Update and assess Plan and portfolio progress as part of the faculty member's annual performance evaluation;

14.6.3 Seek the use of staff development money, if necessary;

14.6.4 Seek opportunities to engage in College activities; and

14.6.5 Document annual activities.

14.7 Eligibility for Promotion. Each tenured faculty member is eligible to apply for promotion as follows:

14.7.1 Senior Associate Professor. Associate Professors may apply for promotion of Senior Associate Professor three (3) years from the award of Associate Professor with submission of portfolio materials in accordance with submission timelines in this Article. Award of promotion and salary increase will be effective the following instructional year.

14.7.2 Professor. Senior Associate Professors may apply for promotion of Professor four (4) years from the award of Senior Associate Professor with submission of portfolio materials in accordance with submission timelines in this Article. Award of promotion and salary increase will be effective the following instructional year.

14.7.3 Senior Professor. Professors may apply for promotion of Senior Professor five (5) years from the award of Professor with submission of portfolio materials in accordance with submission timelines in this Article. Award of promotion and salary increase will be effective the following instructional year.

14.8 Process for Promotion.

14.8.1 Establishing the Personal Promotion Portfolio.

14.8.1.1 Associate Professor. Upon award of tenure and the title Associate Professor, each faculty member will develop a Personal Promotion Portfolio for post tenure review and promotion. Using Appendix G as a guide, each faculty member will develop, update, and continuously expand elements and artifacts to document activities of career-long growth for future promotions. The Portfolio will include elements that document the faculty member's excellence and growth in the areas of success in educating, advising and mentoring students; scholarship; and service to the College community as described in Appendix G.

- 14.8.1.2 Senior Associate Professor. Upon receiving the promotion to Associate Professor, each faculty member will continue to update and expand their Portfolio with elements and artifacts to document their activities performed after the last promotion. The Portfolio will include elements that document the faculty member's excellence and growth in the areas of success in educating, advising and mentoring students; scholarship; and service to the College community as described in Appendix G.
- 14.8.1.3 Professor. Upon receiving the promotion to Senior Associate Professor, each faculty member will continue to update and expand their Portfolio with elements and artifacts to document their activities performed after the last promotion. The Portfolio will include documentation of the vitality of their career-long growth and evidence in the areas of success in educating, advising and mentoring students; scholarship; and service to the College community as described in Appendix G.
- 14.8.1.4 Senior Professor. Upon receiving the promotion to Professor, each faculty member will continue to update and expand their Portfolio with elements and artifacts to document their activities performed after the last promotion. The Portfolio will include documentation of the continued growth in the areas of success in educating, advising and mentoring students; scholarship; and service to the College community as described in Appendix G. The contribution to the College community as it relates to mentoring colleagues is heavily weighted.
- 14.8.2 Submitting the Personal Promotion Portfolio. A faculty member may submit a Portfolio to the PAC Chair no later than March 15 of the first year or subsequent years of eligibility.
- 14.8.3 Review of the Personal Promotion Portfolio. Using the guidelines as set forward in Appendix G, the PAC will review each faculty member has followed Appendix G. The PAC will then evaluate each portfolio against Appendix G's criteria and score it according to the rubric. Once the scoring is complete, the PAC will send a list of those faculty who individually achieved a combined score for the criteria of at least ninety (90) percent to the President no later than May 1.
- 14.8.4 Final Decision. Using Appendix G, the President will review the portfolios identified by the PAC as having achieved a threshold score of ninety (90) percent. Taking into consideration the merit of the portfolios submitted, the President will make final promotion decisions. Should the President's recommendation contradict that of the PAC, the President will provide the faculty member and the PAC with a written statement of the rationale and information forming the basis of the decision. Decisions will be announced by June 15th of each award year.
- 14.8.4.1 Basis/Limitation of Grievance. The basis for a grievance of an award or non-award of promotion under Article 16 of this Agreement shall be limited to claims that the decision is arbitrary and capricious, based on erroneous or false information or demonstrates bias. The scope of authority for an arbitrator is limited to finding(s) on the claim of erroneous or false information or bias and does not include the authority to grant promotion based on procedural error or other basis.
- 14.8.4.2 Delay of Promotion. The President may delay the award of promotion for up to two (2) years for any faculty member disciplined above a written reprimand under Article 8 - Discipline where the discipline occurred the year prior to or during the year of portfolio submission. Promotion may be

delayed for multiple years if a faculty member is again disciplined in subsequent years.

- 14.8.5 Promotion not Bestowed. Faculty members may continue to submit a Personal Promotion Portfolio annually until promotion is awarded.

ARTICLE 15 – FACULTY LEAVE

- 15.1 Introduction. This Article describes the various situations when full-time faculty members may be granted leave from the performance of duties and responsibilities. College policies for granting such leaves shall be consistent with applicable state and federal laws, as currently enacted or hereafter amended.

15.2 Sick Leave.

- 15.2.1 Accrual. Accrual for full-time faculty members will begin on the first day of each contracted year of three (3) quarters of employment. Full-time faculty members will be granted twelve (12) days of sick leave. Pursuant to applicable statute, each faculty member will be allowed to accumulate from year to year without limit any unused sick leave. Faculty members will receive full pay and benefits for each contracted day of sick leave up to the faculty member's accrued number of sick leave days. The maximum accrual is twelve (12) days per instructional year.

- 15.2.1.1 Pro-rata accrual. Full-time faculty members starting mid-year will be granted sick leave on a pro-rated basis, based on the number of appointment days, on the first day on which work in the full-time position is performed.

15.2.2 Use.

- 15.2.2.1 Usage. Accrued sick leave will be allowed on contractual days during the instructional year when the faculty member is unable to perform the assigned duties and responsibilities, inclusive of any extra-contractual classes scheduled on that day until such time a substitute is paid for teaching the class(es) under Section 13.4.4.3.1. Use of accrued sick leave for summer quarter will be allowed and processed in half-day increments for faculty in pay status for assigned course(s) and responsible for performance of the position on campus, not to exceed five absences for the quarter. Sick leave usage is appropriate for the following:

15.2.2.1.1 For illness, injury, or disability.

15.2.2.1.2 To care for family members as required by Washington's Family Care Act as delineated in Chapter 296-130 WAC, as currently enacted or hereafter amended.

15.2.2.1.3 When the faculty member has been exposed to a contagious disease and attendance on duty would jeopardize the health of fellow employees, the students, or the public.

15.2.2.1.4 For pregnancy or childbirth pursuant to state and federal law and the College's Family Medical Leave Policy.

15.2.2.1.5 For any applicable W/FMLA or FMLA qualifying event for a serious health condition or that of an immediate family member when eligibility requirements are met.

- 15.2.2.1.6 For domestic violence leave under Chapter 357-31 WAC and the College's Domestic Violence Leave Policy.
- 15.2.2.2 Deduction for Use. Leave shall be deducted on a day-by-day basis, but may be taken in half-day increments based upon the percentage of scheduled assignments missed.
- 15.2.2.3 Notification. In case of absence for one of the above stated reasons, a faculty member must promptly notify the appropriate supervising administrator by telephone as soon as it becomes apparent the faculty member will be unable to perform the assigned duties and responsibilities. The faculty member must notify the supervising administrator each day thereafter, unless there is mutual agreement to do otherwise. The faculty member is responsible for submitting a leave of absence form in the Time Leave Reporting System for approval by the appropriate supervising administrator and routing to the Human Resources Office for processing.
- 15.2.2.4 Verification. A licensed healthcare provider's statement may be required regarding any illness, injury, or disability leave after the fifth consecutive instructional day. The College may request a second opinion of the medical diagnosis at the College's expense.
- 15.2.2.5 Return to Work/Fit for Duty. Following a prolonged illness, serious injury, health condition, or medical treatment that may impair the faculty member's performance of their duties, the College reserves the right to require the faculty member to provide a fit-for-duty certificate upon return, stating the ability of the faculty member to fulfill the essential functions of the faculty member's assigned position, with or without reasonable accommodation.
- 15.2.2.6 Transfer of Sick Leave. A faculty member may transfer any accumulated, documented, and verified sick leave to the College from another community college or school district within the State of Washington as per WAC 357-31-160, as currently enacted or hereafter amended.
- 15.2.2.7 Shared Leave Program. Pursuant to state law and the College's Shared Leave Policy, eligible faculty members may participate in the Shared Leave Program.
- 15.2.2.8 Sick Leave Annual Buyout. Faculty members are eligible to receive monetary compensation for accrued sick leave as follows:
- 15.2.2.8.1 In January of each year, and at no other time, a faculty member whose calendar year-end sick leave exceeds sixty (60) days may choose to convert sick leave days earned in the previous year, minus those used during the year, to monetary compensation.
- 15.2.2.8.2 Monetary compensation for converted days will be paid at the rate of twenty-five percent (25%) and shall be paid at the faculty member's current daily rate of pay. Conversion of sick leave to monetary compensation is subject to customary payroll withholdings.
- 15.2.2.8.3 All converted days will be deducted from the faculty member's sick leave balance.

15.2.2.9 Separation of Employment. At the time of retirement from the College or at death, an eligible faculty member or the faculty member's estate will be compensated for the faculty member's accrued sick leave balance on a 4 to 1 day ratio and based upon the faculty member's base salary. For the purposes of this Section, eligibility for sick leave compensation will be when a faculty member retires at fifty-five (55) years of age or older and with five (5) years service to the College.

15.2.2.9.1 Reinstatement of Sick Leave. Full-time faculty members returning to College employment within five (5) years following the end of active employment will have their previously accrued sick leave balance reinstated.

15.2.2.10 Exhaustion of Sick Leave. A leave of absence without pay may be granted for all or part of an instructional year if a faculty member's illness or injury extends beyond the faculty member's sick leave accrual. Absence beyond the total number of days of accrued sick leave shall be without pay. Leave without pay shall be deducted at the faculty member's daily rate for each day of absence.

15.2.2.10.1 Continuation of Benefits. To maintain the faculty member's medical benefits, a maximum of four (4) days of accrued sick leave will be retained in the faculty member's sick leave account to be used at the rate of one (1) day per month, up to a maximum of four (4) consecutive months, in order to remain on paid status during those four (4) months. This benefit is available once per twelve-month year starting with the first contract day of the fall quarter.

15.2.2.11 Banking of Extra-Contractual Pay as Leave. A faculty member who wishes to bank leave for extended use for maternity, paternal or medical leave can request extra-contractual pay by quarter be converted to sick leave for later usage up to a maximum of twelve (12) weeks. The quarterly moonlight pay will be divided by the faculty member's current daily rate for conversion to hours for use under Section 15.2. The leave must be used within three (3) years of banking the leave or it will be converted back to moonlight pay at the original pay rate from the quarter in which it was banked by June 30 of the third year. If the faculty member separates, the leave will be considered compensable for payment to the faculty member, not to exceed the original amount of moonlight pay at the original rate from the quarter in which it was banked.

15.3 Personal Leave. Full-time faculty members may use up to three (3) days for personal leave per instructional year. The personal leave does not accumulate for use the following instructional year and is not compensable at separation of employment. Personal leave will not be approved during commencement or in-service days except in extenuating circumstances, with prior approval by the President. Personal leave days shall be granted only in whole day increments. Personal leave may be taken provided:

15.3.1 There is appropriate coverage of student assignments arranged in a manner satisfactory to the appropriate supervising administrator;

15.3.2 There is no additional cost incurred by the College; and

- 15.3.3 The request for personal leave is submitted at least two (2) College work days prior to the leave.
- 15.4 Presidential Leave. Under extraordinary circumstances, the President may waive the criteria in Sections 15.3.1-15.3.3 and allow a faculty member to use up to three (3) days of accrued sick leave prior to being granted a leave of absence under Section 15.9.
- 15.5 Bereavement Leave. Full-time faculty members may take bereavement leave for the death of immediate family members, not to exceed five (5) days per bereavement. Immediate family for this Subsection shall be interpreted to include the faculty member's mother, father, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, stepchild, daughter-in-law, son-in-law, grandchild. Such relationships established by domestic partnerships also apply.
- 15.6 Civil Duty Leave. Faculty members shall receive time off with pay for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the faculty member is not paid for testimony or personally involved in the action as the plaintiff, the defendant, or the object of the investigation. When the faculty member is personally involved, personal leave under Section 15.3 or leave without pay may be granted under this Article. Faculty members will be allowed to retain any compensation paid to them for jury duty service.
- 15.7 Military. Faculty members will be granted twenty-one (21) days of paid leave in accordance with RCW 38.40.060, as currently enacted or hereafter amended, to report for active duty, when called, or to take part in active training duty in such manner and at such time as may be ordered to active duty or active training duty in the National Guard or the Army, Navy, Air Force, Marines, Coast Guard, or any organized reserve or armed forces of the United States. For military leave thereafter, faculty members will be granted unpaid leave and reinstatement rights as provided by Chapter 73.06 RCW, as currently enacted or hereafter amended, and applicable federal law.
- 15.8 Unpaid Leave of Absence for Health or Protected Leave Purposes. The College will comply with all relevant federal and state leave laws, including those which provide unpaid leave of absences, where the full-time faculty member meets the eligibility requirements and has a qualifying condition or an eligible family member with a qualifying condition. Though the leaves under protected laws control, they are also captured in College Policy for process purposes and contacts with College personnel responsible for oversight are identified for assistance. The faculty member is responsible for providing information responsive to the College's request and certification from the health care provider for the faculty member, faculty member's family member or covered service member for the purpose of qualifying for applicable protected leaves. The College has the authority to designate absences that meet the criteria and the use of any paid or unpaid leave (excluding leave for work-related illness or injury covered by Workers' Compensation) will run concurrently with, not in addition to, the use of some leaves. At the conclusion of the faculty member's own leave due to health, the faculty member will be required to provide a fitness for duty certificate from a health care provider. Leave without pay will be granted for the following:
- 15.8.1 W/State Family and Medical Leave (FMLA) and federal FMLA;
 - 15.8.2 Compensable work-related injury or illness under W/State worker's compensation law;
 - 15.8.3 Pregnancy disability leave under W/State law;
 - 15.8.4 Temporary disability leave (Section 6.2 of this Agreement also applies);
 - 15.8.5 Volunteer firefighting leave (RCW 49.12.460);
 - 15.8.6 FMLA Service Member Family Leave;
 - 15.8.7 Military Family Leave Act (Chapter 49.77 RCW);
 - 15.8.8 Domestic violence leave (Chapter 49.76 RCW); and/or
 - 15.8.9 W/State Respecting Holidays of Faith and Conscience Act.
- 15.9 Unpaid Leave of Absence for Non-Health or Non-Protected Leave Purposes. In addition to the leaves specified elsewhere in this Agreement, the College at its discretion may approve a leave of absence without pay for tenured faculty members. Leave of absences without pay may be granted for a period of time up to

one (1) year upon recommendation of the appropriate supervising administrator and vice president and with final approval of the President. Initial requests for a leave of absence without pay must be submitted in writing to the appropriate supervising administrator.

15.9.1 An unpaid leave of absence may be granted for the following:

- 15.9.1.1 Governmental service (for example, service in the Peace Corps);
- 15.9.1.2 Educational service (for example, VISTA, National Teacher Corps, as an exchange teacher, an overseas teacher, or as a Fulbright Scholar);
- 15.9.1.3 Educational leave;
- 15.9.1.4 Citizen volunteer or community service leave;
- 15.9.1.5 Serve in an elected or appointed position of public office;
- 15.9.1.6 Special cases as approved by the President.

15.9.2 An unpaid leave of absence may be granted provided:

- 15.9.2.1 A qualified replacement is available for the time period to be covered by the leave,
- 15.9.2.2 Such leave will not unduly disrupt the functioning of the department, and
- 15.9.2.3 The request for leave is submitted at least one (1) quarter in advance for a leave request lasting longer than five (5) contract days. For a leave request lasting five (5) contract days or less, the request must be submitted at least ten (10) calendar days in advance.

15.9.3 Early Return. Early return from leave of absence may be permitted as long as the return does not unduly disrupt the functioning of classes and the department and with the approval of the President or appropriate vice president.

15.9.4 Renewal of Leave. Upon written request by the faculty member, a leave of absence may be renewed for a period up to one (1) additional year, provided the provisions in Section 15.9.2 are met and the request is approved by the President.

15.9.5 Layoff While on Leave of Absence. If layoff becomes necessary, those faculty members on leave of absence will be treated in the same manner as if they were currently employed.

15.9.6 Return from Leaves. Except as otherwise provided in this Agreement, a faculty member returning from a leave of absence that is covered by this Article shall be allowed to return to the same position or to a comparable position. It is understood the position must be one for which the faculty member is qualified.

15.9.7 E-mail Access. A faculty member on approved leave under this section will continue to have access to e-mail for correspondence and to maintain a connection to the department and the College as long as the use adheres to the Ethics in Public Service Act (Chapter 42.52 RCW) and College policies.

15.10 Professional Leaves. There shall be two (2) types of professional leave for faculty: Sabbatical Leave and Professional Development.

15.10.1 Sabbatical Leave. Sabbatical leave is intended to provide a faculty member with the time and support for scholarly or creative endeavors which advance the faculty member professionally or enable the faculty member to develop resources or materials to enrich teaching or administrative responsibilities. Selection for sabbatical leave will be based on the worthiness of the project or plan submitted by the faculty member, availability of replacement faculty, and availability of funds. A rigorous and thorough selection process will be conducted in awarding sabbatical leave.

- 15.10.1.1 Eligibility. Tenured faculty will be considered eligible for sabbatical leave after six (6) consecutive years of tenure track/tenured full-time service or for an equivalent of at least six (6) consecutive full-time academic years since the last sabbatical.
- 15.10.1.2 Limitations. The number of faculty on sabbatical leave at any time will not exceed statutory limitations.
- 15.10.1.3 Sabbatical Leave Conditions.
 - 15.10.1.3.1 Compensation. Sabbatical leave will be awarded in accordance with the provisions of RCW 28B.10.650, as currently enacted or hereafter amended.
 - 15.10.1.3.1.1 Sabbatical leave may be granted for one (1) quarter at 100 percent of current base pay or two (2) quarters at 100 percent of current base pay for each quarter or three (3) quarters at 75 percent of current base pay for each quarter.
 - 15.10.1.3.1.1.1 Sabbatical leave is dependent on availability of funds.
 - 15.10.1.3.1.1.2 Recipients are permitted to receive other remuneration in the form of fellowships, assistantships, grants, honoraria, or consultant fees. However, recipients are generally not expected to engage in paid employment elsewhere.
 - 15.10.1.3.1.1.3 All adjustments to base pay granted during the period recipients are on sabbatical leave shall be applied as the salary adjustments occur.
 - 15.10.1.3.1.1.4 The period of sabbatical leave shall be counted as a continuous period of employment by the College.
 - 15.10.1.3.2 Return Agreement. The granting of any sabbatical leave shall be contingent upon a signed contractual agreement between the College and the faculty member providing that the faculty member shall return to the College following completion of such leave and shall serve in a professional

status for a period equal to the leave granted. Failure to comply with the provisions of the sabbatical leave agreement shall constitute an obligation of the faculty member to repay the College all remunerations received from the College during the leave.

15.10.1.3.3 Sabbatical Leave Committee. The Committee consists of the Vice President for Instruction, administrators appointed by the President, and tenured faculty members appointed by the Association. The majority of Committee representation will be faculty. The Chair of the Committee is the Vice President for Instruction.

15.10.1.3.3.1 Duties. The Committee will make a recommendation to the President regarding the merit of each proposal to assist the President in the selection and award of sabbaticals. The President's decision is final.

15.10.1.3.4 Process for Sabbatical Leave.

15.10.1.3.4.1 Application. Eligible faculty members must formally request sabbatical leave. The application for sabbatical leave must be submitted on or before January 15 to the President and shall include the following:

15.10.1.3.4.1.1 A detailed plan for the scholarly or professional use of the sabbatical;

15.10.1.3.4.1.2 A description of anticipated future value of the sabbatical leave for the applicant, students, and the College;

15.10.1.3.4.1.3 A complete vita including a record of all professional activities;

15.10.1.3.4.1.4 A listing of the specific whole quarters or portion of the academic year for which sabbatical leave is requested;

15.10.1.3.4.1.5 A description of any fellowship or grant or other arrangement which would aid in financing or otherwise supporting the proposed project.

- 15.10.1.3.4.2 Evaluation of Application. The applicant's plans for sabbatical leave and the demonstrated resources and ability to carry them out will be major factors in evaluating requests.
- 15.10.1.3.5 Decision and Announcement. Notification to applicants and appropriate supervising administrators will be made by March 15. The President will issue a college-wide announcement of all who have been approved for sabbatical leave no later than April 30.
- 15.10.1.3.6 Conditions. Upon approval of such leaves, contractual agreements will be executed between the College and the faculty member specifying the length and all conditions of the leave. Failure to meet conditions so specified shall constitute an obligation of the faculty member to repay all or part of the leave remuneration received from the College during leave.
- 15.10.1.3.6.1 Sabbatical Report to Board. Recipients of sabbatical leave will submit written reports describing their sabbatical leave activities to the Board.
- 15.10.1.3.7 Changes. Sabbatical leave, once granted by the College, is for a specific purpose, and any changes in plans must be re-evaluated by the President and approved in writing through an amendment to the contractual agreement signed by the College and the faculty member.
- 15.10.1.3.8 Cancellation of Sabbatical Leave. A faculty member who decides to cancel sabbatical leave must immediately notify the appropriate supervising administrator, who in turn shall immediately alert the Human Resources Office, the department, and the President. The faculty member's notice shall, except for situations of personal emergency beyond the faculty member's control, be made not later than sixty (60) days prior to the leave start date.
- 15.10.1.3.9 Return from Sabbatical. Upon a faculty member's return from sabbatical leave, the College shall provide the same employment status and conditions as those enjoyed prior to the sabbatical leave, except in the case of program/department restructuring or elimination or reduction in force.
- 15.10.2 Professional Development Leave. The purposes of a professional development leave will be to improve the professional skills of the faculty member through study, research, and creative work, and will directly benefit the College through the increased effectiveness of the faculty member in situations outside those described in Section 15.10.1 and the timeline described in Section 15.10.1.1.
- 15.10.2.1 Selection Process. Selection for professional development leave will be based on the worthiness of the project or plan submitted by the faculty

member and availability of replacement. It is intended that the College conduct a rigorous and thorough selection procedure in awarding the professional development leave. Projects or plans will be evaluated according to their value to the College, based on the following criteria:

15.10.2.1.1 Value of project or plan in relationship to teaching responsibilities;

15.10.2.1.2 Ability of applicant to achieve goals of project or plan as based on past experience and academic background;

15.10.2.1.3 Need for new or additional knowledge in subject field to be studied; and

15.10.2.1.4 Approval of appropriate supervising administrator and recommendation by the Sabbatical Leave Committee to the President.

15.10.2.2 Approval Process. The final decision for awarding professional development leave will be made by the President.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Informal Resolution. The College and the Association agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity. The College and the Association encourage problem resolution between faculty members and the College at the lowest level and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for grievance resolution. Regardless of the status of any attempts at informal resolution, the timeline for filing a grievance must be adhered to as specified below.

16.2 Definitions. For the purposes of the Article:

16.2.1 Grievant means a faculty member, group of faculty members, or the Association filing a grievance.

16.2.2 Grievance means a written statement by the Association that a disagreement exists over the interpretation or application of an express term or terms of the Agreement.

16.2.3 Day means calendar days. When the final day of a timeline falls on a Saturday, Sunday or state recognized holiday, the timeline is extended to the next day that is not a Saturday, Sunday or state recognized holiday.

16.2.4 Grievance Form means the standardized grievance form attached as Appendix E.

16.3 Grievant Rights. In attempting to informally resolve the issue, the grievant(s) may represent themselves or may be represented by the Association. It is advisable that faculty members inform the Association as early as possible to meet grievance timelines. The Association has sole right to file a formal grievance as outlined below.

16.4 Procedure.

16.4.1 Filing. A grievance must be filed by the Association within thirty (30) days of the time the grievant knew or could reasonably have known of the act or condition which is the basis for the grievance. Knowledge of the act or condition by a faculty member is equivalent to knowledge of the same by the Association. The grievance must be filed using Appendix E.

16.4.2 Timelines. The timelines in this Article must be strictly adhered to unless, after the initial timely filing of a grievance, they are extended by mutual written agreement of the parties.

Failure of the Association to meet timelines constitutes a withdrawal of the grievance at any step in the process. Failure of the College to meet timelines will entitle the Association to move the grievance to the next step.

16.4.3 Processing.

16.4.3.1 Step One. If the issue is not resolved informally, the Association must file a grievance with the appropriate supervising administrator, with a courtesy copy to the Human Resources Office, within the thirty (30) day period described above. The supervising administrator or designee will meet with the Association and the grievant within ten (10) days following receipt of the grievance. The supervising administrator or designee will respond in writing to the Association within ten (10) days of the meeting.

16.4.3.1.1 Bypass. The Association may bypass Step 1, by filing a grievance in the name of the Association at Step 2, within the thirty (30) day period described above.

16.4.3.2 Step Two. If the grievance is not resolved at Step 1, the Association may file a Step 2 grievance with the President within ten (10) days of the Association's receipt of the Step 1 decision. The President will meet with the Association and/or grievant within ten (10) days following receipt of the grievance, and will respond in writing to the Association within ten (10) days of the meeting.

16.4.3.2.1 If the grievance is not resolved at Step 2, the Association may file a request for optional mediation with the President within ten (10) days of the Association's receipt of the Step 2 decision. The President shall respond to the Association within five (5) days of receipt of the Association's notification whether or not the President agrees to mediation. If the parties agree to mediation, they will use the mediation services of the Public Employment Relations Commission or other mutually agreed upon mediation services. The fees and expenses of the mediator and related costs shall be borne equally by the parties. The mediator will have the authority to meet separately with either party, but will not have the authority to compel resolution of the grievance. If no settlement is reached, the grievance may be continued to arbitration. If the grievance is not resolved and is subsequently moved to arbitration, nothing said or done by the parties or the mediator during optional mediation with respect to either party's positions concerning resolution or offers of settlement may be used or referred to during arbitration.

16.4.3.3 Step Three. If the grievance is not resolved at Step 2, the Association, at its sole discretion, may file a demand with the President for arbitration within twenty (20) days of the Association's receipt of the Step 2 decision or the failed attempt at optional mediation.

16.4.4 Arbitration.

16.4.4.1 Selecting an Arbitrator. The parties will select an arbitrator. Unless agreed otherwise, a list of eleven (11) arbitrators will be requested from the Federal

Mediation and Conciliation Service or the American Arbitration Association. Within ten (10) days of receipt of the list, the College and the Association will choose an arbitrator by alternately striking names until only one name remains.

- 16.4.4.2 Authority of the Arbitrator. The arbitrator will:
- 16.4.4.2.1 Confine the decision solely to the application or interpretation of the express terms of the Agreement;
 - 16.4.4.2.2 Have no authority to add to, subtract from, or modify any provisions of this Agreement;
 - 16.4.4.2.3 Be limited in the decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - 16.4.4.2.4 Not make any award that provides a faculty member with compensation greater than would have resulted had there been no violation of this Agreement;
 - 16.4.4.2.5 Not have the authority to remand an issue back to the parties for negotiation as part of any award; and
 - 16.4.4.2.6 Not exceed the limitations of the arbitrator's authority. Any decision exceeding the arbitrator's authority will be null and void.
- 16.4.4.3 Effect of Arbitrability. The decision of the arbitrator will be final and binding upon the College, Association and the grievant to the extent permitted by the provisions of this Agreement and applicable law.
- 16.4.4.4 Court Reporter. If either party desires a record of the arbitration hearing, a court reporter may be used. The requesting party will bear the expense of the court reporter. If one party purchases a transcript, a copy will be provided to the arbitrator. If the other party desires a copy of the transcript, it will pay for half the costs of the fee for the court reporter, the original transcript and a copy.
- 16.4.4.5 Arbitration Costs. Expenses of the arbitration will be borne equally by the College and the Association, including per diem expenses, travel and subsistence expenses, and the cost of any hearing room. All preparation and presentation costs of the parties will be borne by the party incurring them. The parties scheduled for participation in an arbitration hearing between the parties will be released from their work assignment with no loss of pay for the time necessary to participate in the hearing.

ARTICLE 17 – ADJUNCT FACULTY

- 17.1 Scope. This Article applies only to adjunct faculty members, except for Section 17.7, which applies when extra-contractual courses are taught by full-time faculty members. Adjunct faculty members are recognized as professional contributors to the educational mission of the College and play an essential role in providing students with a quality and affordable education.
- 17.2 Definition of Adjunct Faculty.
- 17.2.1 Adjunct faculty members shall mean all individuals defined by Section 2.7 of this Agreement.

- 17.3 Limitations of Adjunct Employment. Employment in an adjunct position or combination of such positions is temporary, non-continuous, and shall not be considered a career path to annually-contracted or full-time faculty positions with the College.
- 17.4 General Provisions Applicable to Adjunct Faculty. The following provisions of this Agreement shall be applicable to adjunct faculty as specified.
- 17.4.1 Articles 1 (Recognition), 2 (Definition), 3 (Status of Agreement), 4 (Management Rights), and 6 (Faculty Rights) are applicable as written.
- 17.4.2 Article 5 (Association Rights), Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.7, and 5.8.2 are applicable as written.
- 17.4.3 Article 8 (Discipline) is applicable as written, although the right of due process or principles of progressive discipline shall not apply to any non-renewal of assignment. Administrative leave under Section 8.4.6 does not imply continued right to due process beyond the quarterly appointment. In case of a class cancellation due to funding, low class enrollment, reassignment, and/or other scheduling needs, due process and principles of progressive discipline shall not be applicable.
- 17.4.4 Article 15 (Faculty Leave), Sections 15.6 and 15.7 are applicable as written.
- 17.4.5 Article 16 (Grievance) shall be applicable to adjunct faculty members regarding the terms of Article 17.
- 17.4.6 Articles 20 (No Strike/No Lockout) and 21 (Duration) are applicable as written.
- 17.5 Duties, Responsibilities and Expectations of Adjunct Faculty.
- 17.5.1 Adjunct Instructional Faculty. The primary duty of adjunct instructional faculty is to serve students through faculty/student contact and by other activities related to the learning process.
- 17.5.1.1 Develop, prepare, and teach college-approved courses in accordance with approved course descriptions, student learning outcomes, and class schedules, making provision for continuity of instructional assignments, with prior supervising administrator approval, if absent for any reason.
- 17.5.1.2 As assigned, work with full-time departmental faculty/leads/appropriate supervising administrators to develop syllabi, addenda, and/or reading lists for each course taught, assist in the annual course(s) update, and participate in departmental/divisional responsibilities in the selection of texts and related teaching resources, as appropriate.
- 17.5.1.3 Submit copies of approved course syllabi and addenda to the faculty member's division.
- 17.5.1.4 Orient students at the beginning of each course to syllabi and addenda, subject to subsequent modification and notice to the students. These documents will include, but not be limited to, the objectives of the course, learning outcomes, office hours (if applicable), attendance policy, assessment methods, the basis of grading, required texts and materials, and other class requirements. The documents will also include the College's Academic Honesty, ADA and Title IX statements.
- 17.5.1.5 Assess student learning outcomes, engage in timely interaction/feedback/grading to support student success and meet course outcomes. Students will be given timely notice if an instructor changes the original course requirements or materials.

- 17.5.1.6 Provide students with appropriate learning resources to facilitate student success in achieving course outcomes, program outcomes, and appropriate College-wide Student Learning Outcomes.
- 17.5.1.7 Maintain, submit, and retain accurate academic records, including verification of class rosters and student grades, by dates requested by the College and in compliance with state and federal records retention laws.
- 17.5.2 Adjunct Counselor Faculty. The primary duty of adjunct counseling faculty is to provide personal counseling, support, and guidance to students that will assist them in developing and meeting their educational, career, and life goals. Working with their appropriate supervising administrator, adjunct counselor faculty members will be assigned duties as delineated in Section 7.3 of this Agreement.
- 17.5.3 Adjunct Librarian Faculty. The primary duty of adjunct library faculty is to provide library services to students, faculty, staff, and the community consistent with the mission of the College. Working with their appropriate supervising administrator, adjunct librarian faculty members will be assigned duties as delineated in Section 7.4 of this Agreement.
- 17.5.4 Additional Responsibilities. Adjunct faculty members and the appropriate supervising administrators may agree upon additional responsibilities for added compensation. If the supervising administrator requires the adjunct faculty member to perform the responsibilities, the compensation is at the non-instructional (required) rate in Section 17.7.3. If the supervising administrator offers the adjunct faculty member the additional responsibility as an option, the compensation is non-instructional (offered/optional) rate in Section 17.7.3. This includes, but is not limited to, the following responsibilities:
- 17.5.4.1 Participate in department, division, and College committees and assist in the formulation of policy pertaining to educational programs;
- 17.5.4.2 Develop and attend professional improvement activities in order to maintain contact with one's academic discipline, including teaching/learning processes and/or development of knowledge in one's field of specialization;
- 17.5.4.3 Participate in outreach activities to promote educational programs;
- 17.5.4.4 Participate in special College projects, surveys, and studies;
- 17.5.4.5 Assist in the preparation of reports as needed by College;
- 17.5.4.6 Develop new instructional materials, techniques, course offerings or major revisions of the same;
- 17.5.4.7 Participate in student career development and related advising or mentoring activities and special retention programs; and
- 17.5.4.8 Attend College-mandated trainings, professional development activities, and meetings. In such instances, the College will make reasonable provisions to allow adjunct faculty members to attend, including timely notice, access during hours of operation, and release time if determined necessary by the appropriate supervising administrator.
- 17.5.5 Expectations of All Adjunct Faculty.
- 17.5.5.1 Professional Ethics. Adjunct faculty members will observe and maintain the standard of ethics that relates to their positions as stated in this Article: instructional faculty--American Association of University Professors [AAUP]; counselor faculty-- American Counseling Association [ACA]; and librarian faculty--American Library Association [ALA].
- 17.5.5.2 Professional Development. Adjunct faculty members are encouraged to complete professional development courses and activities in order to continue to meet departmental hiring standards for adjunct faculty.

- 17.5.5.3 Certification and Licensure. Adjunct faculty members will meet and maintain certification and/or licensure required in the performance of their assignment.
- 17.5.5.4 Grading Practices. Using departmentally agreed upon standards, adjunct faculty members shall have the authority and responsibility to determine grades and the results of other evaluations of students. It is expected that (a) standards for performance are provided to the students in advance of assessment/evaluations; (b) grading is based on performance and/or achievement and is not arbitrary, prejudiced, or capricious; (c) grades are adequately documented; (d) assignment of and submission of grades are consistent with College policies and rules; and (e) grading and feedback on assignments will be timely.
- 17.5.5.5 Documentation of Allegations of Student Misconduct. The primary responsibility for managing the classroom environment rests with the faculty member. The term classroom management refers to procedures, strategies, and instructional techniques faculty use to manage student behavior and learning. Instructors have the authority to take appropriate action to maintain order and proper conduct in the classroom and to maintain effective cooperation of the class in fulfilling the objectives of the course as provided in WAC 132S-100-120. Allegations of student misconduct which could potentially violate the Student Code of Conduct (132S-100-120), as currently enacted and hereafter amended, shall be documented by adjunct faculty members and submitted to the Student Conduct Officer (SCO). The documentation should include date, time, place, witnesses, and any pertinent facts and/or evidence that clarify the incident.
- 17.5.5.6 Availability. Adjunct faculty members are expected to reply to student/lead/appropriate supervising administrator communications within a reasonable time. The College's official mode of communication is through College-assigned e-mail. Additionally, adjunct faculty are expected to engage in timely interaction with students and to reply to correspondence within a reasonable time.

17.6 Appointment Notices. Adjunct faculty members, excluding those paid on an hourly basis, will be issued quarterly appointment notices that state the course(s) to be taught, gross salary, and the duration of the appointment.

17.6.1 Appointment Cancellation: The College plans the annual course schedule to meet the varying needs of new and returning students, provide access to its academic programs, and support projected enrollment levels. In any quarter, courses may be cancelled at the discretion of the College because of insufficient enrollment, other extenuating circumstances, or the course the adjunct faculty member is assigned to teach is needed to make a full load for a full-time faculty member. The College will endeavor to provide notice first by telephone call, followed by an e-mail to the faculty member's college e-mail address, though the e-mail will suffice as adequate notice. The College will be responsible for notifying students in the event of a course cancellation and for assisting students in making alternate enrollment decisions.

Adjunct faculty members whose courses are cancelled for low-enrollment receive compensation according to the following:

17.6.1.1 If the course is cancelled with less than seven (7) calendar-days notice prior to the start of the course, payment will be prorated on the basis of one class session at the instructional rate of pay.

- 17.6.1.2 If the class is cancelled any time after the initial class session, payment will be based on the instructional rate of pay for the actual number of hours taught or three hours at the current adjunct lecture rate, whichever is higher.
- 17.6.1.3 If the adjunct faculty member accepts an offer by the appropriate supervising administrator to run the cancelled course as an independent study section, then no cancellation pay will be paid.
- 17.6.1.4 In circumstances in which the adjunct faculty member made extensive course preparations for a new course offering (not previously taught by the faculty member at the College) and the course is cancelled with less than seven (7) calendar days' notice prior to the start of the course, the appropriate supervising administrator will consider compensating the adjunct faculty member with curriculum development for time spent toward preparations at the non-instructional rate, not to exceed ten (10) hours. Payment under this provision supersedes the notice payment in Section 17.6.1.2 above, though can be paid with Section 17.6.1.3 for classes taught by the adjunct faculty member.
- 17.6.1.5 Course cancellation pay is not provided when the cancellation is due to extenuating circumstances such as natural disaster, a catastrophic situation, or damage to College buildings or other infrastructure.

17.7 Compensation.

17.7.1 Compensation for adjunct faculty members and those full-time faculty members serving adjunct appointments, will be computed using the Adjunct Salary Schedule in Table 1 of this Article.

17.7.2 Adjunct faculty members will be paid in accordance with the official state paydays.

17.7.3 Adjunct Salary Schedule:

Rate	July 1, 2018 - June 30, 2019	July 1, 2019 – June 30, 2020	July 1, 2020 – June 30, 2021
Lecture	\$ 59.12	\$ 60.94	\$ 62.75
Lab	\$ 53.51	\$ 55.16	\$ 56.79
Non-Instructional (required)	\$ 40.25	\$ 41.49	\$ 42.72
Non-Instructional (offered and optional)	\$ 25.00	\$ 25.77	\$ 26.54

See Appendix H for Salary Schedule Grids.

17.7.4 Substitute Assignments. Substitute assignments will be compensated according to the Adjunct Salary Schedule (lecture, lab, or non-instructional rate in Section 17.7.3) provided such activities are assigned and approved in advance by the appropriate supervising administrator. Adjunct faculty members, who are not regularly employed as full-time faculty, shall not “cover” assignments without compensation, but must be hired as substitutes if they are to provide substitute services for faculty members who are absent. Adjunct faculty must notify the lead or appropriate supervising administrator and are not allowed to simply “trade” with another faculty member. The College will not compensate a substitute unless the appropriate supervising administrator authorizes substitution pay for the substitute. Submission of a leave of absence form by the absent faculty member (paid or unpaid leave) is required for processing appropriate leave regardless of whether a substitute is hired to cover the class(es).

17.8 Health Insurance. Adjunct faculty members whose assignments equal or exceed the eligibility workload requirements shall receive health insurance per WACs 182-12-114 and 182-12-131 and retirement benefits per WAC 131-16-021, as currently enacted and hereafter amended.

17.8.1 Half-time (required for eligibility) means:

Mode of Instruction	Half-time Weekly Contact Hours for Eligibility
Straight Lecture	8.0 or more
Science Lecture/Lab	9.0 or more
Performance Lecture/Lab	9.5 or more
Skills Lecture/Lab	11.0 or more
Clinical Lecture/Lab	11.0 or more
Occupational Lecture/Lab	12.5 or more
Counselors or Librarians	19.5 or more

17.9 Sick Leave.

17.9.1 Eligibility. Adjunct faculty members who are not otherwise employed as full-time faculty members shall begin accruing sick leave at the end of each quarter worked.

17.9.2 Accrual. Sick leave accrual will be 0.05 hours per contact hour worked.

17.9.2.1 Use. The use of accrued sick leave will be allowed on instructional days when the adjunct faculty member is unable to perform the assigned duties and responsibilities due to the following:

- 17.9.2.1.1 For illness, injury, bereavement, or emergencies.
- 17.9.2.1.2 To care for family members as required by Washington’s Family Care Act as delineated in Chapter 296-130 WAC, as currently enacted or hereafter amended.
- 17.9.2.1.3 When the faculty member has been exposed to a contagious disease and attendance on duty would jeopardize the health of fellow employees, the students, or the public.
- 17.9.2.1.4 For pregnancy or childbirth pursuant to state and federal law and the College’s Family Medical Leave Policy.
- 17.9.2.1.5 For any applicable W/FMLA or FMLA qualifying event for a serious health condition or that of an immediate family member when eligibility requirements are met.
- 17.9.2.1.6 For domestic leave under Chapter 357-31 WAC and the College’s Domestic Violence Leave Policy.

17.9.2.2 Deduction for Use. Leave shall be deducted in hours based on the assigned class schedule. Once an adjunct faculty member has exhausted accrued sick leave, an adjunct faculty member will be placed on leave without pay status for the remaining leave taken.

17.9.2.3 Notification. In case of absence for one of the above stated reasons, an adjunct faculty member must promptly notify the appropriate supervising administrator by telephone as soon as it becomes apparent the adjunct faculty member will be unable to perform the assigned duties and responsibilities. The adjunct faculty member must notify the appropriate

supervising administrator each day thereafter, unless there is mutual agreement to do otherwise. The adjunct faculty member is responsible for submitting a leave of absence form in the Time Leave Reporting System for approval by the appropriate supervising administrator and routing to the Human Resources Office for processing.

17.9.2.4 Verification. A licensed healthcare provider's statement may be required regarding any illness, injury, or disability leave after the fifth consecutive instructional day. The College may request a second opinion of the medical diagnosis at the College's expense.

17.9.2.5 Return to Work/Fit for Duty. Following a prolonged illness, serious injury, health condition, or medical treatment that may impair the faculty members performance of their duties, the College reserves the right to require a returning adjunct faculty member to provide a fit-for-duty certificate stating the faculty member is able to fulfill the essential functions of the faculty member's assigned position, with or without reasonable accommodation.

17.9.2.6 Transfer of Sick Leave. An adjunct faculty member may transfer any accumulated, documented, and verified sick leave to the College from another community college or school district within the State of Washington as per WAC 357-31-160, as currently enacted or hereafter amended. Transfer of accrued sick leave also applies if an adjunct faculty member accepts a full-time faculty position with the College.

17.9.2.7 Shared Leave Program. Pursuant to state law and the College's Shared Leave Policy, eligible adjunct faculty members may participate in the Shared Leave Program.

17.9.2.8 Sick Leave Annual Buyout. Adjunct faculty members are eligible to receive monetary compensation for accrued sick leave as follows:

17.9.2.8.1 In January of each year, and at no other time, an adjunct faculty member whose calendar year-end sick leave exceeds three-hundred sixty (360) hours may choose to convert sick leave hours earned in the previous year, minus those used during the year to monetary compensation;

17.9.2.8.2 Monetary compensation for converted hours will be paid at the rate of twenty-five percent (25%) and shall be paid at the adjunct faculty member's current instructional rate of pay. Conversion of sick leave to monetary compensation is subject to customary payroll withholdings; and

17.9.2.8.3 All converted hours will be deducted from the adjunct faculty member's sick leave balance.

17.9.3 Separation of Employment. An adjunct faculty member who leaves employment with the College for any reason other than retirement or death shall not be paid for accrued sick leave.

17.9.3.1 Unused Accrued Sick Leave. Unused sick leave will accrue from quarter to quarter of the academic year, without limit, provided the adjunct faculty member maintains active employment.

17.9.3.2 Active Employment. Active employment for the purposes of this Section shall mean an instructional assignment or service to the College as detailed in an appointment notice during one (1) quarter out of every four (4), including summer quarter.

17.9.3.3 Reinstatement of Sick Leave. Adjunct faculty members returning to College employment within five (5) years following the end of active employment will have their previously accrued sick leave balance reinstated.

17.9.4 Personal Leave. Adjunct faculty members may use up to one (1) day of personal leave per quarter, no more than one (1) quarter per instructional year. Personal leave may be taken provided:

17.9.4.1 There is appropriate coverage of student assignments arranged in a manner satisfactory to the appropriate supervising administrator;

17.9.4.2 There is no additional cost incurred by the College; and

17.9.4.3 The request for personal leave is submitted at least two (2) College work days prior to the leave.

17.10 Evaluation.

17.10.1 Purpose. The purpose of evaluation is to maintain quality instruction, counseling, and library services in accordance with Section 17.5. Evaluation will consist of student evaluations, observations of services provided, as well as input from the department lead and/or coordinator.

17.10.2 New Adjunct Faculty Members. During the first three (3) quarters of adjunct employment, new adjunct faculty members will be evaluated in at least one (1) course each quarter. The evaluation information will be forwarded to the appropriate supervising administrator and retained in the supervisor's working files or the adjunct faculty member's official personnel file.

17.10.3 Adjunct Faculty. Adjunct faculty members will be evaluated at least once every three (3) academic years of service following the first three (3) quarters of employment. The appropriate supervising administrator may request more frequent evaluations as needed. Similarly, adjunct faculty members may request more frequent evaluations, which may be administered at the discretion of the appropriate supervising administrator.

17.10.4 Meeting. Once an evaluation is completed, the appropriate supervising administrator may schedule an evaluation meeting with the adjunct faculty member to discuss performance. An adjunct faculty member or the lead/coordinator may also request such a meeting with the supervising administrator.

17.11 Termination of Adjunct Employment. An adjunct faculty member's quarterly employment shall be terminated prior to the end of the quarter where just cause is found under Article 8. In the event the supervising administrator, in consultation with the department lead or coordinator, determines an adjunct faculty member's teaching capabilities and performance do not meet expected standards as identified in Section 17.5, a team teacher may be assigned to assist. If the appropriate supervising administrator determines the adjunct faculty member cannot meet the expected standards, outlined in Section 17.5, the adjunct faculty member may be removed and the course reassigned. Where removal occurs before the completion of the quarter, the adjunct faculty member will be paid the remaining compensation owed under the appointment, but will not be rehired. If removed, an adjunct faculty member will be notified by letter.

17.12 Nothing herein shall be construed to confer tenure rights and privileges to adjunct faculty members.

ARTICLE 18 – BENEFITS

18.1 Insurance Plans, Related Benefits, and Payroll Deductions.

18.1.1 Insurance Plans. Employer-sponsored paid insurance benefits are available to eligible faculty members in accordance with applicable Public Employees Benefits Board law. Faculty members will be required to pay a monthly premium, according to their selected health plans, through payroll deduction. In addition, such premiums will be deducted from the July 10 paycheck each year to cover the summer months for faculty members who are returning to work for the subsequent year, unless the individual faculty member opted for twenty-four (24) payments under Section 13.1.6. Faculty members will have the opportunity to self-pay such premiums during approved leaves without pay. The College agrees to provide announcements regarding annual open enrollment periods.

18.1.2 Retirement Plans. Faculty members shall participate in one of the following retirement plans:

18.1.2.1 State Board Retirement Plan (TIAA-CREF);

18.1.2.2 Washington State Teachers Retirement Systems (WSTRS); or

18.1.2.3 Washington Public Employees Retirement Systems (PERS).

18.1.2.4 Retirement Plan Options. Plans under Sections 18.1.2.2 and 18.1.2.3 are available only to those faculty members who established membership in one of the plans prior to 1969 and maintained the membership.

18.1.3 Unemployment Insurance. The College will pay unemployment insurance on behalf of faculty members to the Employment Security Department as required by law.

18.1.4 Other Payroll Deductions. Upon appropriate written authorization from the faculty member, the College shall make payroll deductions, including, but not limited to, optional life insurance, optional long-term disability insurance, tax-sheltered annuities, credit union savings, Combined Fund Drive, and U.S. Savings Bonds. Such deductions will be made provided the College has the capability to handle the requested deduction without additional expense to the College, and provided further, that such deductions are consistent with applicable State regulations.

18.2 Remuneration for Unused Sick Leave at Retirement. A faculty member with an accrued sick leave balance will be compensated for the leave on a 4 to 1 day ratio and based upon the eligibility requirements in Section 15.2.2.9 of this Agreement. Dependent on the participation year designation, the compensation will either be deposited into a Voluntary Employee's Beneficiary Association (VEBA) account for the faculty member or directly to the faculty member as a cash-out. The default mode of compensation will be VEBA participation for all retiring faculty, unless a vote of retiring faculty determines otherwise as stated below.

18.2.1 VEBA Participation Vote. When there are a minimum of five (5) retiring faculty members meeting the eligibility requirements of Section 15.2.2.9 on May 1 of any instructional year and for retirement prior to or at the conclusion of the same instructional year (June 30), a vote will be held to determine as a group whether to transfer accrued sick leave to VEBA (VEBA participation) or for individual cash-out (non-VEBA participation). A simple majority determines VEBA participation or cash-out and in the case of a tie the outcome will be VEBA participation. The vote will be conducted by the Human Resources Office on the second Monday in May after notification to AHE and the retiring faculty members.

18.2.1.1 Cash-out. When the outcome of a vote is non-VEBA participation, each retiring faculty member from the date of the vote until June 30 of the same instructional year will receive a sick leave cash-out subject to taxes and

other customary withholdings in the individual faculty member's final paycheck. Thereafter, the default will return to VEBA participation.

- 18.2.1.2 VEBA. When the default or outcome of a vote is determined to be VEBA participation, the College will deposit each retiring faculty member's sick leave into a VEBA CTC Medical Benefits Plan as authorized by RCW 41.04.340, as currently enacted or hereafter amended. A VEBA account may be used to pay any medical, dental or vision out-of-pocket expenses (deductibles, co-payments, co-insurance, etc.) plus post-retirement medical and dental insurance premiums. Because money transferred to VEBA accounts is tax free, there are strict IRS guidelines on how employers participate in VEBA. Each faculty member is required to complete and submit to Human Resources the VEBA enrollment form. Failure to do so will result in forfeiture of sick leave compensation.

ARTICLE 19 - RETIREMENT/RESIGNATION

- 19.1 Resignation. A full-time faculty member resigning a position for the subsequent instructional year shall notify the appropriate supervising administrator and submit a letter of resignation to the President no later than May 1 of the current instructional year or prior to signing a contract for the following instructional year, whichever occurs first. Once the President accepts the resignation in writing to the faculty member, the resignation cannot be revoked unless agreed to by the President.
- 19.2 Retirement. A tenured faculty member wishing to retire shall do so as follows:
- 19.2.1 The faculty member who plans to retire at the end of the current contract must submit a signed declaration of their intent to retire to the President no later than May 1st.
- 19.2.2 To assure sufficient time for an effective search for a replacement, the College will provide a one-time payment to faculty in tenured positions who provide a signed declaration of retirement prior to October 1st of the current contract. The College may offer this opportunity at a later date within the academic year. A signed, written agreement, upon acceptance by the President, will verify the faculty member's intent to retire and will be effective as of the last day of the faculty member's current contract. The payment of six-thousand (\$6,000) dollars, minus customary withholdings, will be made to the retiring faculty member in a lump sum in the final paycheck.
- 19.2.3 Once the President accepts the retirement in writing to the faculty member, the retirement cannot be revoked, unless agreed upon by the President.
- 19.2.4 The Human Resources Office shall assist the retiring faculty member in determining benefits. Retirement benefits are discussed in Article 18 (Benefits).
- 19.3 Emeritus Status. In recognition of the contributions of its retired faculty, an emeritus status of distinction is granted to eligible retiring faculty who are members in good standing at the College.
- 19.3.1 Eligibility. Faculty members with fifteen (15) or more years of continuous employment (twelve (12) years past their award of tenure) at the College and who retire as members of any Washington State Retirement System shall be eligible for emeritus status with certain lifetime privileges for their contribution to the College.
- 19.3.2 Recommendation/Award. A division of the College may recommend emeritus status for faculty members within their division meeting the above eligibility requirements and whose teaching, scholarly and service record is meritorious. After receipt of division

recommendation, the President will recommend a list of candidates to the Board of Trustees for their approval. After receipt of division recommendation, the President will review eligibility requirements and recommend only those candidate(s) in good standing and who have demonstrated meritorious service to the College to the Board of Trustees for their approval.

- 19.3.3 Emeritus Privileges. A complete listing of privileges can be obtained by contacting the Human Resources Office.

- 19.3.4 Responsibility of Emeritus Faculty. Once awarded emeritus status, retired faculty members will identify themselves as emeritus faculty from CBC in any professional capacity that pertains to service at CBC and will adhere to the Ethics in Public Service Act (Chapter 42.52 RCW) and CBC policies, including those governing the use of college facilities and conduct on college property or events. Failure to adhere may result in the emeritus status being revoked by the Board of Trustees. In the event the President feels revocation of emeritus status is warranted based on a faculty emeriti's violation of ethics or policy violations, the President will present a case to the Board of Trustees for consideration.

- 19.3.5 Provisions of Employment Supersede Emeritus Status. Emeritus status is an honor and not a compensated position. When an emeritus faculty member is employed by the College, whether as a post-retirement faculty member teaching on an adjunct basis or in another capacity, the provisions of the employment shall prevail.

ARTICLE 20 - NO STRIKE/NO LOCKOUT

The College and the Association agree that disputes, which may arise between them, will be settled without resort to strike or lockout. The College agrees it will not lock out any or all of its faculty members during the term of this Agreement and the Association agrees on behalf of itself and its membership that there will be no strike or slowdowns during the term of this Agreement.

ARTICLE 21 – DURATION

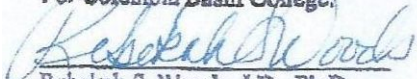
- 21.1 Length of Agreement. This Agreement shall take effect upon ratification by the bargaining unit members and by the Board of Trustees beginning July 1, 2018 and shall remain in full force and effect until June 30, 2021.

- 21.2 Agreement Reopeners. Any provision of this Agreement may be reopened at any time by mutual consent of the Parties.
 - 21.2.1 Salary/Benefits Funding. All expenditures for salaries and/or fringe benefits required by this Agreement are subject to the availability of legislatively appropriated or authorized funds. Such subjects shall be reopened in the event the Legislature provides additional funds for specific purpose(s) not already contemplated by this Agreement or in the event of inadequate funding.

- 21.3 New Agreement Negotiations. The Parties agree to commence bargaining for a successor agreement no later than November 15, 2020. Notwithstanding the stated date of expiration, this Agreement will remain in full force and effect until such time as the Parties have reached agreement on a successor agreement, provided that the College and the Association agree to exclude this Agreement from the provisions of RCW 41.56.123, as currently enacted or hereafter amended, and further agree that either Party may cancel the Agreement after the stated expiration date by serving written notice on the other party at least seven (7) calendar days before the intended cancellation date.


THE PARTIES BY THEIR SIGNATURES BELOW, ACCEPT, AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

For Columbia Basin College:


Rebekah S. Woods, J.D., Ph.D.
President

6/28/18
Date

For Association of Higher Education:


Rick Smith, Ph.D.
AHE President

6/28/2018
Date

The faculty at Columbia Basin College offers the following statement of principles regarding academic freedom. The statement is intended to express a position, rather than to establish a procedure or policy. Academic freedom at CBC is a contractual right, and nothing in this statement should be understood to supercede the language in the collective bargaining agreement.

The faculty endorses the tenets of academic freedom set forth in the American Association of University Professors (AAUP) [*1940 Statement of Principles on Academic Freedom and Tenure*](#), which establishes that teachers are entitled to free expression in research and publication, in their classroom, and as citizens of a community. The faculty further recognizes that the AAUP statement balances academic freedom with academic responsibility in its insistence on accuracy, restraint, and respect. [1]

Faculty members are free to present their ideas in any professional situation in which they have responsibility and competence. Particular teaching techniques, texts, materials, and the method and manner of presentation are not subject to prior restraint [2] so long as they are consistent with approved curriculum. Faculty members have authority in their classrooms; while students should be encouraged to present their views, even if those views differ from those of the faculty member, faculty members are not expected to include or acknowledge all possible perspectives. Faculty members also have the right to express themselves creatively, to conduct research, to publish their ideas, and to teach in an environment free from externally imposed orthodoxies. [3] When fulfilling their responsibilities in the governance of the college, they may speak and act without fear of retaliation from the administration. As citizens of a community, the faculty reserves the same rights guaranteed to all citizens, including the right to speak on matters of public concern and to criticize procedures, policies, and decisions of the institution and of the state. [4]

Faculty members are free from censorship and disciplinary action when they speak, write, or act as long as they exercise academic responsibility. They are obligated to present ideas that are defensible based on the standards of scholarship within their discipline and to use caution if introducing into their classrooms ideas that have no relationship to the subject being taught. [5][6] They should show respect for their opinions of others, and they should temper their public statements with the knowledge that such statements reflect not just upon themselves but upon the institution. When speaking as citizens, they must make clear that they are not speaking for the institution. Faculty members are expected to know that academic freedom is a matter of public and professional expression. It is neither justification for advancing private grievances against individuals nor for engaging in personal attacks against student or colleagues. It cannot be construed as license to disrupt the education process or otherwise to impede the orderly functioning of the institution. [7][8]

The responsible exercise of academic freedom is indispensable to the mission of higher education, which ultimately is to promote the common good through education. As the AAUP notes, “This depends upon the free search for truth and its free exposition.” Decisions about this responsible exercise belong primarily to the individual faculty member. However, such decisions should be consistent with the scholarly standards of a discipline and the ethical standards of the profession.

Endorsed by the Faculty Senate on January 27, 2005

Adopted by the Faculty on April 13, 2005

[1]

American Association of University Professors. [1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments](#). Co-authored with the Association of American Colleges and Universities, this statement is the conceptual basis for discussions of academic freedom and tenure in higher education. It has been endorsed by 172 professional organizations, and courts recognize it as a standard for the profession (see [Krotkoff v. Goucher College, no 77-2395, US Ct. of Appeals, 4th Cir. 19 Oct. 1978](#)).

[2]

[Griswold v. Connecticut, US Supreme Ct., 7 June 1965](#). The current understanding of academic freedom is largely a matter of case law. This is one of the earliest and most important decisions pertinent to academic freedom in higher education. The court overturned the conviction of the Director of Planned Parenthood for violating a Connecticut law that prohibited contraception. Primarily about privacy rights, the case also involved a Yale Professor who provided information, instruction, and advice about contraception to married couples. The court thus also addressed freedom of expression in education. Justice Douglas wrote that “the State may not consistently with the spirit of the First Amendment, contract the spectrum of available knowledge. The right of freedom of speech and press includes not only the right to utter or to print, but the right to distribute, the right to receive, the right to read ... and freedom of inquiry, freedom of thought, and freedom to teach ... indeed the freedom of the entire university community.”

[3]

[Cooper v. Ross, no LR-74-C-347, US District Ct.](#) The court overturned the University of Arkansas’ termination of a history professor because the decision was based substantially on his teaching history from a Marxist perspective, which the court deemed a protected activity. The court expressed concern about outside political pressure creating “an atmosphere of suspicion and distrust” on campus and cited an earlier decision from the US Supreme Court: “Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom” ([Keyishian v. Board of Regents, 23 Jan. 1967](#)).

[4]

[Pickering v. Board of Education of Township High School District 205, US Supreme Ct., 3 June 1968](#). The court overturned the dismissal of a high school teacher who had made critical remarks about the school board and school superintendent in a local newspaper. The decision rested on the court’s opinion that Pickering’s statement addressed a matter of public concern. Justice Marshall stated, “We hold that, in a case such as this, absent proof of false statements knowingly or recklessly made by him, a teacher’s exercise of his right to speak on issues of public importance may not furnish the basis for his dismissal from public employment.”

[5]

[Martin v. Parrish, no 85-1771, US Ct. of Appeals, 5th Cir. 12 Dec. 1986](#). The court upheld Midland College’s firing of an economics teacher because of his use of profanity in the classroom. The court’s decision was reached, in part, because the profanity was unrelated to the subject matter: “His [Martin’s] remarks as a whole are unrelated to economics and devoid of any educational function.”

[6]

[Lynch v. Indiana State University, no 1-877A189, Ct. of Appeals of Indiana, 1st District, 2 Aug. 1978](#). The court upheld the university’s firing of an associate professor of mathematics because he read from the Bible at the start of each class. The case was decided primarily as a matter of free expression of religion, but the court also recognized the university’s right to prescribe curriculum; “The record shows that I.S.U advised Lynch that he must not consume the limited and valuable classroom time available for teaching mathematics by reading the Bible.”

[7]

[Connick v. Myers, no. 81-1251, US Supreme Ct., 20 Apr.1983.](#) Myers, an assistant district attorney (and thus a public employee) in New Orleans, refused to comply with a transfer to a different office and circulated a questionnaire concerning office policies and supervisor competence. She was fired for insubordination and for interfering with the operation of the district attorney's office. She filed suit, claiming that she was fired for exercising her constitutionally protected right to free speech. The court overturned a lower court decision, finding that the questionnaire was not a matter of public concern. Justice White wrote, "When employee expression cannot be fairly considered as related to any matter of political, social, or other concern to the community, government officials should enjoy wide latitude in managing their offices, without intrusive oversight by the judiciary in the name of the First Amendment."

[8]

[Sinnott v. Skagit Valley College, no 8668-2-III, Ct. of Appeals of Washington, Div. 3, 1 Mar. 1988.](#) The court upheld the college's firing of a welding instructor for insubordination and unprofessional conduct. Despite warnings to stop, Sinnott used profanity, aired derogatory comments about colleagues, and advanced personal grievances against the college in the local media. He claimed this activity was protected under the First Amendment. The court recognized that free expression is balanced against a need 'to prevent activities disruptive of the educational process and to provide for the orderly functioning of the university.'

1. Condition of Employment. Professional/technical faculty are required, as a condition of employment, to acquire and maintain required licensure or certification per Chapter 131-16 WAC.
2. Oversight of files, plans and licensure/certification status. The College's chief professional technical administrator will oversee professional/technical faculty licensure and certification files, plans, and status of professional/technical faculty. The chief professional/technical administrator will provide a status report to applicable faculty on or before February 1 of each year of their required licenses or certificates with expiration dates.
3. First-Aid/CPR/Bloodborne Pathogens. A current first-aid certificate, including CPR and bloodborne pathogens, must be earned by professional/technical faculty prior to the second quarter of employment. Responsibility for ensuring that appropriate staff has first-aid training will rest with the assigned chief professional/technical administrator. The specific type of first-aid program, including CPR, required of professional/technical instructors shall be achieved by passing a course of first-aid/CPR/bloodborne pathogen instruction. Faculty who maintain other occupational competencies above and beyond that of the first-aid, CPR, and bloodborne pathogen course requirement may be exempted from this requirement under the condition their occupational competencies are current in scope and practice.
4. Skill Standards. To maintain standard certification, the professional technical faculty member and the appropriate administrator will mutually develop the professional development plan and the chief professional technical administrator will maintain the responsibility for final approval of the plan consistent with the provisions of Chapter 131-16 WAC. The faculty member must complete the planned activities prior to the next cycle of certification renewal. Each plan will focus on professional development priorities that advance the following skill standards:
 - a. Managing learning environments
 - b. Developing outcomes, assessments, and curricula
 - c. Developing and reviewing programs
 - d. Providing student instruction
 - e. Providing support and guidance to students
 - f. Performing administrative and program management functions
 - g. Creating and maintaining a professional environment
 - h. Promoting the program and recruiting students
5. Initial Certification and 3-Year Professional Development Plan. The College's chief professional/technical administrator will issue initial certification to new professional/technical faculty members at the time of hire and creation of an initial professional development plan by the appropriate administrator and faculty member (with approval by the chief professional/technical administrator). Initial certification lasts for a period of three years.

The professional development plan identifies priorities for the faculty member's professional growth in the skill standards for the employed position. Examples of professional development activities include, but are not limited to workshops, courses of instruction, conferences, and industry experiences and projects. The assigned supervisor and chief professional/technical administrator shall be responsible for the approval of the professional development plan and professional development activities.

6. Five Year Professional Development Plan for Standard Certification. Using the skill standards listed above and the professional development plan form, the professional technical faculty member shall develop an individualized plan for each five-year period. The plan shall:

- a. Address the faculty member's ability to provide student instruction, manage learning environments, and develop outcomes, assessments, and curricula.
 - b. Require completion of professional development activities that demonstrate achievement of the skill standards identified.
 - c. Identify each activity's anticipated measurable outcome and anticipated completion date (completion dates are intended to allow the faculty member to monitor their own progress). One activity may apply to multiple skill priorities.
7. Tenure Track Professional Development Plan. If the faculty member is employed in a tenure track position, the supervisor participating in the faculty member's peer review committee will assist the peer committee in developing a Professional Development Plan for Probationary Faculty utilizing the elements of the professional/technical certification professional development plan and associated skill standards.
8. Activity Completion. Each professional technical faculty member is responsible for documenting how accomplished activities satisfy their development plan. The chief professional technical administrator is responsible for certification, via the standard approval form.
9. Payment of costs. Payment of costs associated with obtaining or maintaining professional licensure or certification may be administered with Office of Financial Management criteria, as currently enacted or hereafter amended.
10. Lapse in Licensure/Certification. Professional technical faculty who have allowed necessary certification or licensure to lapse will be given a 30-day grace period to obtain renewal, depending on location of instruction. After the expiration of any grace period, professional technical faculty who do not have current certification will be placed on temporary unpaid leave until they provide documentation that the required certification is current. The maximum temporary unpaid leave allowed to permit the professional/technical faculty member time to complete outstanding requirements for certification will not exceed one (1) quarter.



Appendix C

PROFESSIONAL DAYS PLAN

Faculty Member

Academic Year

Department

Supervising Administrator

Please indicate below planned professional days over the academic year for up to seven (7) Professional days you have planned for the academic year as required by the contract. (See Section 7.7.6.3). Faculty may amend the Professional Days Plan during the year subject to approval of the faculty member’s supervising administrator. (See Section 7.7.6.5).

The 176-days calendar breakout for each year is posted on the Labor Relations Page on the CBC website at Faculty Planning Calendar and will be included in the reminder e-mail sent by the Office of Instruction during the week of In-Service.

Table with 2 columns: Dates of Professional Days, Description of Activity. Rows 1-7.

Submitted by:

This Professional Days Plan has been approved by the Supervising Administrator.

Faculty Member

Date

Supervisor

Date

**INSTRUCTIONAL DEPARTMENT LEADS AND COORDINATORS JOB
DESCRIPTION**

The management of the Columbia Basin College (CBC or the College) Instructional Program is carried out under the authority and responsibility of the appropriate vice president with delegation of authority and responsibility to the appropriate supervising administrators for the daily operation of the instructional programs. As part of CBC's commitment to shared governance, certain aspects of daily operations will be carried out by the department leads and/or department coordinators, subject to the approval of the appropriate supervising administrators.

Specific responsibilities of leads and coordinators vary depending upon the complexity and size of the departments. Department leads are elected by each department every two years and receive compensation or release time as specified in the CBC/AHE Agreement. Department coordinators are selected by the appropriate supervising administrator and approved by the appropriate vice president. Coordinators are provided compensation and/or release time from their faculty workload as provided in the CBC/AHE Agreement.

Department leads and/or coordinators will not supervise full-time faculty peers but will assist in the supervision of adjunct faculty. Disciplinary actions, whether informal or formal are the purview of the supervisory administrator.

The leads and coordinators report directly to the appropriate supervising administrator. Department leads or coordinators are evaluated regarding lead and coordinator performance by the appropriate supervising administrator with input provided by full-time and adjunct faculty, as well as appropriate classified staff.

Responsibilities may include, but are not limited to, the following:

1. Participate in the recruitment and selection of adjunct faculty and recommend candidate(s) to the appropriate supervising administrator who serves as the appointing authority for adjunct faculty.
2. Provide assistance to the appropriate supervising administrator in the evaluation of adjunct faculty, including administration of student evaluation forms at the end of every quarter they are employed by the College. Leads and coordinators may be asked to perform classroom observations of adjunct faculty as appropriate and necessary and in accordance with the evaluation form approved by the appropriate supervising administrator, but written summative evaluations are performed only by the appropriate supervising administrator.
3. Recommend to the appropriate supervising administrator quarterly class schedules for the department, including classes in the day and evening, as well as suggested learning modalities and other alternative formats. Recommend class and workload assignments for full and adjunct faculty consistent with the faculty workload criteria in the CBC/AHE Agreement.
 - a. The appropriate supervising administrator is responsible for approval of extra contractual teaching assignments for all full-time faculty.
 - b. Extra contractual assignments for leads and coordinators may be limited when necessary or scheduled at times that do not compromise the performance or duties of leads and/or coordinators.
4. Assist the appropriate supervising administrator in monitoring quarterly enrollments and recommend changes as needed to accommodate current enrollment patterns and/or enrollment growth plans.
5. Provide leadership for departmental and professional improvement, including conducting department meetings as needed and distributing meeting minutes to the appropriate supervising administrator.
6. Monitor departmental budget expenditures, forwarding purchase requests to the appropriate supervising administrator as appropriate and assisting with preparation of the annual budget.
7. Assist the appropriate supervising administrator in receiving, gathering preliminary information, and attempting to informally resolve student problems or concerns for which the lead or coordinator has

responsibility involving adjunct faculty and/or classes assigned to adjunct faculty. Leads are at no time to hear formal complaints filed against full-time or adjunct faculty.

8. Where applicable, represent CBC and serve as secretary of the Professional/Technical Advisory Committee, filing meeting minutes with the Workforce Director.
9. Provide leadership for and participate in department assessments and accreditation consistent with the CBC/AHE Agreement.
10. As requested by the appropriate supervising administrator or appropriate vice president, serve as a representative of the College at local, state, regional and national meetings.
11. Participate in required lead and coordinator trainings provided by the College.
12. Other duties as assigned and consistent with CBC/AHE Agreement.



Appendix E

Columbia Basin College/Association of Higher Education Grievance Form

Date filed: _____

Distribution List: President
Dean/Supervisor
Human Resources

Grievant: AHE

Grievance filed on behalf of: _____

Grievance Step Initiated: _____

A. Date cause of grievance occurred or was reasonably known: ____/____/____

B. Statement of Grievance: _____

1. Contractual Violation(s): _____

2. Harm: _____

C. Remedy Requested: _____

AHE Representative: _____ Date: _____

College Representative _____ Date Received: _____

Tenure Review Oversight Committee (TROC) Responsibilities

- Meets at least quarterly during the instructional year according to the tenure schedule.
- Receives and reviews copies of all probationers' professional development plans (PDPs)
- Reviews the PDPs to ensure format consistency and that their contents are complete and comply with tenure guidelines. A written verification record will be kept for each probationer's PDP.
- Receives copies of all probationers' quarterly evaluation reports (QERs) and reviews the QERs to ensure format consistency and that their contents are complete. A written verification record will be kept for each probationer's QER.
- Reviews QER to ensure that materials are aligned with PDP goals.
- Refers questions regarding inconsistencies in or completeness of the QER to the PRC.
- Hears appeals by a probationer or members of a PRC for removal of a member of the Committee for cause.
- Hears appears by probationers regarding non-compliance with the tenure review process.
- Elects a TROC Chair.
- Attends the annual tenure training during In-Service.

TROC Chair Responsibilities

- Convenes the TROC as needed to conduct all tenure-related business.
- Notifies the chairs of peer review committees (PRCs) and appropriate supervising administrators of due dates for tenure related documents.
- Sends to all PRC chairs, the probationers, and appropriate supervising administrators tenure-related documents.
- Collects completed and signed PDPs and supporting documentation for all probationers.
- Collects completed and signed QERs and supporting documentation for all probationers.
- Ensures that copies of all probationers' evaluations and reports are stored securely in confidential files.
- Convenes a TROC meeting during winter quarter to verify and forward probationer's recommendations to the President.
- Facilitates the nomination of new TROC members with division deans soliciting nominations in winter quarter and the election of new TROC members by AHE in spring quarter before April 15. Results of these elections will be reported to the faculty and the College.

Peer Review Committee (PRC) Responsibilities

- Develop a PDP with the probationer by Friday of the 3rd week of each fall quarter (Professional Technical Vocational Plans meeting the elements of the PDP will be accepted as a substitute).
- Submit the Probationer's PDP to the TROC for review.
- Continually evaluate the probationer in context of the agreed upon PDP and probationers current work assignment.
- Meet to discuss the probationer's performance before the Friday of week 9 of fall and spring quarters and before the Friday of week 6 of Winter Quarter.
- Prepare various components of Quarterly Evaluation Report (QER).
- Read the final draft of the Quarterly Evaluation Report (QER) and sign the cover page acknowledging that each member has read the QER.
- Recommend to the TROC the continuance or non-continuance of probationary status.
- Provide a written copy of the recommendation to the probationer as soon as the recommendation is submitted.
- Develop a professional improvement plan ("PIP"), when deemed necessary by the PRC.
- Submit a summative written recommendation for award or non-award of tenure to the TROC by the mid-point of the eighth probationary quarter.

- Recommend extension of the nine-quarter probationary period in accordance with applicable statutory provisions for up to three quarters when deemed necessary by the PRC.

PRC Chair Responsibilities

- Lead the PRC and probationer in developing the probationer's PDP.
- Schedule PRC meeting times.
- Help coordinate evaluation activities specified in the PDP (e.g. instructional/classroom observations).
- Obtain, organize, and provide members of the PRC with all tenure-related forms, cover sheets, timelines, and other documentation used to evaluate the probationer.
- Compile and submit the probationer's PDPs and QERs to the TROC by the deadlines.
- Notify the probationer of special meetings, evaluations deadlines, and other tenure-related requirements.
- Be sensitive to interpersonal relationships within the committee, recommending changes in PRC personnel if personal biases or personality conflicts detract from a PRC member's objectivity regarding the probationer's job performance.
- Attend trainings related to the duties of PRC chair and the tenure process.

Role of Supervising Administrator

- Arrange for the quarterly student evaluations.
- Help coordinate instructional observations.
- Attend PRC meetings and provide input to the probationer's PDP.
- Attend appeal hearings with the TROC at the probationer's request, providing a verbal summary of the probationer's overall performance.
- Be sensitive to interpersonal relationships within the committee, recommending changes in PRC personnel if personal biases or personality conflicts detract from a PRC member's objectivity regarding the probationer's job performance.
- Provide guidance throughout the tenure process.

F1	Responsibilities in the Tenure Process
F2	Tenure Review Process Timeline
F3	Professional Development Plan
F4	Classroom Observation Form
F5	Probationer Self-Evaluation
F6	Supervising Administrator Evaluation
F7	Peer Evaluation Form
F8	Quarterly Evaluation Report
F9	Professional Improvement Plan for Probationary Faculty
F10	Professional Improvement Plan Progress Report
F11	Student Course Evaluation (Example)

TENURE REVIEW PROCESS TIMELINE

Timeline	Activity	Who is involved
Week of In-Service Fall quarter (or first quarter of employment if hired off-cycle)	The probationer’s peer review committee (PRC) is formed.	PRC
	Training for all PRC members, probationers and TROC members.	Probationers PRC members TROC members Vice Presidents AHE President
By the 3rd week of Fall Quarter	The PRC and probationer prepare a professional development plan (PDP).	Probationer PRC
	PRC and probationer agree to a schedule for classroom observations.	Probationer PRC
4th Week of Fall Quarter	The PRC submits the probationer’s PDP with original signatures to the Tenure Review Oversight Committee (TROC) for approval.	PRC → TROC
During Fall Quarter (or first quarter of employment)	Every PRC member conducts one classroom observation.	PRC
Before week 9 for Fall and Spring	The probationer and PRC meet to discuss the probationer’s performance.	Probationer PRC
Before week 6 for Winter	The PRC prepares a Quarterly Evaluation Report (QER)	
	The QER is provided to the probationer at least two business days before due date for TROC submission.	
Week 10 in Fall and Spring	TROC meets to review the PRC’s recommendation and to verify the PRC has followed the correct procedures.	TROC
Week 7 in Winter	After verification, the TROC forwards the PRC’s recommendations, including supporting tenure documentation, to the President.	TROC → President
Last two weeks of the quarter	Student evaluations are conducted in all base contract classes.	PRC
	The student evaluations will not be part of that quarter’s QER and will be included in the next quarter’s report.	
	Note: For first year probationers there will be no student evaluations in their Fall QER.	

Timeline	Activity	Who is involved
March of Years One and Two	The President submits the recommendation of the PRCs to the Appointing Authority.	President → Board of Trustees
March of Year Three	PRC prepares a final written recommendation regarding award of tenure and send to TROC.	PRC → TROC
	The TROC reviews the PRC's summative evaluation and recommendation.	TROC
	The TROC forwards the PRC's recommendation to the President.	TROC → President
	If the President agrees with the PRC's recommendation or non-recommendation, the President will present it to the Appointing Authority.	President → Board of Trustees
	If the President does not agree with the PRC's recommendation or non-recommendation, the President will meet with the PRC prior to making the recommendation or non-recommendation to the Appointing Authority. The President will provide the probationer a written statement of the rationale and information forming the basis of the contrary decision.	President PRC Probationer President → Probationer
March Board of Trustees Meeting	The Appointing Authority makes the final decision to grant or withhold tenure or to extend the tenure review process.	Board of Trustees



Appendix F – F3 – Professional Development Plan For Probationary Faculty

PROFESSIONAL DEVELOPMENT PLAN

This planning form is to be completed and signed each fall quarter of the probationary period. Once approved by the TROC, the PDP is valid for the instructional year but may also be updated with agreement by the probationer and PRC. The PDP covers the probationer’s success in teaching, learning, and assessment; professional development; and shared governance and service to the College community.

Probationer _____ Date _____

Applicable Quarter(s): Year _____ Fall Winter Spring Summer

Anticipated Teaching Load/Work Assignments (for instructional year).

Fall quarter	Winter quarter	Spring quarter
--------------	----------------	----------------

SUCCESS IN TEACHING, LEARNING, AND ASSESSMENT

List and describe the probationer’s expected activities as related to full-time instructional faculty, counselors, or librarians as outlined in CBA 7.2 - 7.6. Add more lines as necessary.

Choose Type(s) of Activities	List Specific Activities to be Performed
<input type="checkbox"/> Develop, prepare and teach courses	
<input type="checkbox"/> Provide library or counseling services	
<input type="checkbox"/> Be available to students (office hours, library services, or counseling appts)	
<input type="checkbox"/> Participate in assessment activities	
<input type="checkbox"/> Contribute to Guided Pathways work	
<input type="checkbox"/> Participate in program review	
<input type="checkbox"/> Develop or implement innovative teaching methods	
<input type="checkbox"/> Collaborate across campus (e.g., team teaching)	
<input type="checkbox"/> Other _____	

PROFESSIONAL DEVELOPMENT

Describe the probationer’s professional development goals as well as specific performance of professional development activities for the annual workload in CBA 7.5.3 and 7.7.6.3. Add more lines as necessary.

Choose Type(s) of Activities	List Specific Activities to be Performed
<input type="checkbox"/> Present at a conference/workshop	
<input type="checkbox"/> Attend a conference/workshop	
<input type="checkbox"/> Take a course or conduct research to stay current in discipline	
<input type="checkbox"/> Conduct Independent Study related to a College initiative	
<input type="checkbox"/> Develop a professional development plan (Prof tech faculty)	

<input type="checkbox"/> Maintain or increase certification or licensure	
<input type="checkbox"/> Teach an existing course for the first time	
<input type="checkbox"/> Develop and teach an online course	
<input type="checkbox"/> Develop and teach new course/curriculum	
<input type="checkbox"/> Other _____	

SHARED GOVERNANCE AND SERVICE TO THE COLLEGE COMMUNITY

Describe the probationer’s activities which will demonstrate participation in shared governance and service to the College community. Speak to overall goals as well as specific activities for the annual workload (Article 7.5.3). Add more lines as necessary.

Choose Type(s) of Activities	List Specific Activities to be Performed
<input type="checkbox"/> Participate in department/ division/ College committees	
<input type="checkbox"/> Participate in outreach activities	
<input type="checkbox"/> Contribute to special College projects and initiatives	
<input type="checkbox"/> Prepare reports needed by College	
<input type="checkbox"/> Provide student career development/ advising/mentoring	
<input type="checkbox"/> Attend College training/professional development/meetings	
<input type="checkbox"/> Work cooperatively with supervisor and colleagues	
<input type="checkbox"/> Other _____	

Development Plan Authorization

Probationer Date

Supervising Administrator (or designee) Date

Committee Chair Date

Faculty Peer Date

CLASSROOM OBSERVATION

Faculty Name: _____

Observer: _____

Course/Section: _____

of Students: _____

Date/Time: _____

Type of Teaching Observed (Check all that apply)	Observer's comments and recommendations
<input type="checkbox"/> Lecture <input type="checkbox"/> Lab <input type="checkbox"/> Online Class <input type="checkbox"/> Hybrid <input type="checkbox"/> Face to face <input type="checkbox"/> Online only <input type="checkbox"/> Other (Describe) _____	
Organization (Check all that apply)	Observer's comments and recommendations
<input type="checkbox"/> States the desired outcome of this session <input type="checkbox"/> Makes explicit the relationship between current and previous sessions (reviews previous materials) <input type="checkbox"/> Uses examples, illustrations, or analogies to explain difficult content/skills <input type="checkbox"/> Uses class time well to progress toward learning outcomes <input type="checkbox"/> Periodically summarizes important concepts or ideas, or requires students to do so <input type="checkbox"/> Concludes sessions with summary or review of learning outcomes or expectations for future class and assignments <input type="checkbox"/> <u>Online/Hybrid:</u> <input type="checkbox"/> Demonstrates organization in online content <input type="checkbox"/> Other (describe) _____	
Facilitation of Teaching/Learning (Check all that apply)	Observer's comments and recommendations
<input type="checkbox"/> Uses appropriate instruction for content and desired outcome <input type="checkbox"/> Corrects, clarifies, coaches <input type="checkbox"/> Shows enthusiasm for the subject. <input type="checkbox"/> Assesses understanding and adjusts teaching to meet learning needs. <input type="checkbox"/> Uses techniques that actively engage learners. <input type="checkbox"/> Uses teaching materials, tools, technology appropriately. <input type="checkbox"/> <u>Online/Hybrid:</u>	

<input type="checkbox"/> Uses a variety of instructional methods (paired discussion, polling, blogs...) to promote active learning to foster engagement <input type="checkbox"/> Values and incorporates student responses, and is receptive to divergent viewpoints <input type="checkbox"/> Provides prompt and formative feedback to students' questions and comments	
<input type="checkbox"/> Other (describe) _____	
Management of Content (Check all that apply)	Observer's comments and recommendations
<input type="checkbox"/> Shows mastery of subject matter.	
<input type="checkbox"/> Conveys high, but realistic learning expectations.	
<input type="checkbox"/> Gives clear expectations, with examples to clarify difficult ideas.	
<input type="checkbox"/> <u>Online/Hybrid</u> :	
<input type="checkbox"/> Provides modules that include outcomes, activities and required/supplemental materials	
<input type="checkbox"/> Instructional materials and resources are easily accessible and usable	
<input type="checkbox"/> Other (Describe): _____	
Presentation/Teaching Style (Check all that apply)	Observer's comments and recommendations
<input type="checkbox"/> Communicates clearly, loud enough for back of class to hear, appropriate speed	
<input type="checkbox"/> Makes eye contact with students throughout room	
<input type="checkbox"/> Uses gestures and body movements effectively	
<input type="checkbox"/> Varies teaching styles and methods	
<input type="checkbox"/> Class appears engaged in lecture	
<input type="checkbox"/> Demonstrates professional appearance and behavior	
<input type="checkbox"/> <u>Online/Hybrid</u> :	
<input type="checkbox"/> Utilizes a variety of teaching methods to promote, enhance student engagement	
<input type="checkbox"/> Establishes and maintains rapport with students via communication, structure and feedback mechanisms	
<input type="checkbox"/> Other (describe) _____	
Student's Overall Response to Instruction (Check all that apply)	Observer's comments and recommendations
<input type="checkbox"/> Students are authentically engaged at least most of the time	
<input type="checkbox"/> Students appear comfortable to ask questions or to engage in cooperative learning strategies	
<input type="checkbox"/> Student input is well received or redirected as necessary.	
<input type="checkbox"/> Other (describe) _____	

**Observer's Overall Evaluation and Comments
Strengths and Areas for Improvement**

Comments:



Appendix F – F5 – Probationer Self-Evaluation

PROBATIONER SELF-EVALUATION

Probationer _____

Quarter being evaluated: Fall Winter Spring Summer

1. Please speak to the progress made for each goal/activity listed in your professional development plan.

SUCCESS IN TEACHING, LEARNING, AND ASSESSMENT

Table with 2 columns: List of Activities from PDP, Update on Progress. 6 rows.

PROFESSIONAL DEVELOPMENT

Table with 2 columns: List of Activities from PDP, Update on Progress. 6 rows.

SHARED GOVERNANCE AND SERVICE TO THE COLLEGE COMMUNITY

Table with 2 columns: List of Activities from PDP, Update on Progress. 6 rows.

- 2. Provide an analysis of the student evaluations you received from the previous quarter. What changes did you make to your teaching/work based on the evaluations and feedback you received?
3. Provide a reflection on the classroom observation you performed and any changes you made or would like to make to your teaching/work based on that observation.
4. What other information would you like to include?

Signature _____ Date _____



Appendix F – F6 – Supervising Administrator Evaluation

SUPERVISING ADMINISTRATOR EVALUATION

Probationer _____

Quarter being evaluated: Fall Winter Spring Summer

1. Please speak to the progress made for each goal/activity listed in the probationer’s professional development plan.

SUCCESS IN TEACHING, LEARNING, AND ASSESSMENT

List of Activities from PDP	Update on Progress

PROFESSIONAL DEVELOPMENT

List of Activities from PDP	Update on Progress

SHARED GOVERNANCE AND SERVICE TO THE COLLEGE COMMUNITY

List of Activities from PDP	Update on Progress

2. Please provide an analysis of the probationer’s student evaluations and classroom observations.

3. What other areas should the probationer work on in the next quarter?

Supervising Administrator Printed Name

Signature

Date



Appendix F – F7 – Peer Evaluation

PEER EVALUATION

Probationer _____

Quarter being evaluated: Fall Winter Spring Summer

- 1. Please speak to the progress made for each goal/activity listed in the probationer’s professional development plan.

SUCCESS IN TEACHING, LEARNING, AND ASSESSMENT

Table with 2 columns: List of Activities from PDP, Update on Progress. 6 rows.

PROFESSIONAL DEVELOPMENT

Table with 2 columns: List of Activities from PDP, Update on Progress. 6 rows.

SHARED GOVERNANCE AND SERVICE TO THE COLLEGE COMMUNITY

Table with 2 columns: List of Activities from PDP, Update on Progress. 6 rows.

- 2. Please provide an analysis of the probationer’s student evaluations and classroom observations. Are there any areas in classroom instruction that the probationer should work on next quarter?
3. What other areas should the probationer work on in the next quarter?

Peer Printed Name _____

Signature _____ Date



Cover Sheet

The Quarterly Evaluation Report (QER) compiles and authorizes results of the evaluations indicated in the probationer’s Professional Development Plan. The QER is intended as *formative* feedback, affirming the probationer’s effective teaching methods and motivating him or her to improve areas that fall short of expert standards and expectations. When all pertinent evaluation sources are attached to this cover sheet and the cover sheet is signed by all members of the probationer’s PRC, the QER should be submitted to the Chair of the Tenure Review Oversight Committee.

Probationer _____

Date _____

Quarter of Evaluation _____

Required Evaluation Materials

Please attach the following documents **in this order** to this cover sheet:

- Final Summative Evaluation (winter quarter for 3rd year probationers only)
- Probationer’s self-evaluation
- Statement from at least one faculty member of the PRC
- Statement from the probationer’s supervising administrator
- Instructional/Classroom observation(s)
- Quarterly student evaluations

Recommendation

1. It is the consensus of this peer-review committee that we recommend _____ to continue probationary status in the tenure review process.
2. It is the consensus of this peer-review committee that we do *not* recommend _____ to continue probationary status in the tenure review process.
3. It is the consensus of this peer-review committee that we recommend _____ to continue probationary status under the provisions of a *professional improvement plan*, which is developed and agreed upon by the PRC and probationer.
4. It is the consensus of the Peer Review Committee that we recommend tenure for _____.
5. The Peer Review Committee did not reach consensus for _____. The individual recommendations are attached.

Evaluation Report Authorization

Probationer*	Date	Dean (or designee)	Date
--------------	------	--------------------	------

Committee Chair	Date	Faculty Peer	Date
-----------------	------	--------------	------

*The probationer’s signature on this cover sheet does not constitute agreement with the evaluation but that he or she has read and received a copy of the QER with supporting documentation. The probationer may submit a written response to an evaluation before the end of the quarter the evaluation is written. The response should be attached to the QER cover sheet for submission to the President.



PROFESSIONAL IMPROVEMENT PLAN

Probationer _____ Date _____

Quarter of Evaluation Fall Winter Spring Summer

Quarter(s) of Plan Fall Winter Spring Summer

This plan should cover one or more of the following areas: success in teaching, learning and assessment; content knowledge/professional development; shared governance and contribution to the College. The probationer’s PDP should be updated to reflect the areas needing improvement.

1. IMPROVEMENT GOALS

What are the specific areas the probationer needs to work on to improve their effectiveness as an instructor, counselor, or librarian?

1.	
2.	
3.	
4.	

2. STEPS TO REACH GOALS

What activities will the probationer undertake to reach the improvement goals?

Goal #	Activity	Start Date	Projected Completion Date	Date to be Reviewed by PRC

3. RESOURCES

What special resources, if any, are needed to help the probationer attain the specific goals?

4. CRITERIA FOR MEASURING IMPROVEMENT

What are the criteria or assessment tools for successful completion of the probationer’s goal (i.e., how will the PRC measure success)?

Goal #	Criteria

5. ADDITIONAL INFORMATION

Include any other information that should be noted about this PIP.

Professional Improvement Plan Authorization

_____ Probationer	_____ Date	_____ Dean (or designee)	_____ Date
_____ Committee Chair	_____ Date	_____ Faculty peer	_____ Date

The probationer's PIP will be sent to TROC chair and will be included in the probationer's tenure file.

The PRC will submit to the TROC a *Performance Improvement Plan Progress Report* every quarter the probationer is on a PIP.

STUDENT COURSE EVALUATION

This is an example of the student evaluations which are available in EvalKit. Librarians and counselors may have slightly different questions.

For each class, probationary faculty, with the assistance of their PRC, may develop five additional questions regarding their instruction.

Choose the option that best represents your study habits and possible grade.

1. How many hours outside of class do you typically spend in a week? Choose from the options below
 - A) 10+
 - B) 7-9
 - C) 4-6
 - D) 2-3
 - E) 1 or less

2. What grade do you expect in this class? Choose from the options below
 - A) 3.5-4.0
 - B) 3.0-3.49
 - C) 2.5-2.99
 - D) 2.0-2.49
 - E) 1.9 or lower

In the space provided, indicate the letter of your response, using the options below

- A) **Strongly agree with the statement**
- B) **Agree with the statement**
- C) **Disagree with the statement**
- D) **Strongly disagree with the statement**
- E) **Statement is not applicable to this course**

1) I show up on time for class and prepared to learn.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
2) I regularly attend classes	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
3) The faculty member arrives on time and well prepared.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
4) The faculty member helps me understand how various components of the course fit together or connects ideas clearly.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
5) The faculty member demonstrates thorough knowledge of course material.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A

6)	The faculty member treats students fairly and with respect.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
7)	The faculty member is genuinely concerned about the students' success.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
8)	The faculty member is enthusiastic about the course.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
9)	The work in this course challenges me to learn.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
10)	Class activities and assignments/ labs require me to apply and demonstrate what I am learning in the class.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
11)	Assignments, tests, and other assessments are appropriate measures of my learning in this course.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
12)	The textbooks and other learning materials are used effectively to promote student learning.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
13)	This class helped me become a more critical thinker, a more effective problem solver and/ or a stronger learner.	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
14)	How was this class beneficial to you?	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	E N/A
15)	How could this class be more beneficial to you?					
16)	What has been most valuable about your experience in this course?					
17)	What has been least valuable about your experience in this course?					

PROMOTION PROCESS SUPPORTING INFORMATION AND RUBRIC

The process of promotion is created to promote academic and professional growth and advance in rank. Award of promotion will reflect excellence in the areas of success in educating, advising and mentoring students; scholarship; and service to the College

A. Purpose:

- 1) To assist faculty members by describing the specific elements to be included in promotional portfolios; and
- 2) To assist the PAC by detailing the specific criteria to be used in evaluating those portfolios.

Appendix G serves as a guide for the development and evaluation of promotion portfolios, as described in Article 14 – Promotion. All promotions are ultimately awarded by the President of the College.

B. PAC Procedures

The PAC shall hold an initial planning meeting during Fall In-Service of each year. By the end of the third week of fall quarter, the PAC will promulgate a calendar for meetings and portfolio workshops, along with the specific procedures for portfolio submission and storage. PAC members who find that they cannot attend the final portfolio review meetings should resign as early as possible so they may be replaced. During spring quarter of each year, the PAC shall meet to accomplish its other duties as outlined in Section 14.4 of the CBA.

C. Outline of the Promotion Review Process

Upon award of tenure and the title Associate Professor each faculty member will develop a Personal Promotion Portfolio for promotion. Each faculty member will develop, update, and continuously expand elements and artifacts to document the activities of career-long growth for promotion. The Portfolio will include elements that document the faculty member's excellence and growth in the areas of success in educating, advising and mentoring students; scholarship; and service to the College community.

Eligibility is based on timelines in Section 14.7 of the CBA.

- 1) Faculty members may continue to submit a Personal Promotion Portfolio annually until promotion is awarded.
- 2) A faculty member may submit a Portfolio no later than March 15th of the first year or subsequent years of eligibility.

D. Purpose of the Personal Promotion Portfolio.

Portfolio development has three related purposes that will serve as the basis for evaluation and recommendation for promotion:

- 1) To document the professional growth of a faculty member;
- 2) To assist each faculty member in the process of personal assessment; and
- 3) To demonstrate accomplishment and excellence to the PAC and the College President for potential promotion.

E. Promotional Criteria

Each Portfolio will include elements that document the faculty member's accomplishment and excellence in the areas of:

- 1) Success in educating, advising and mentoring students;
- 2) Scholarship;
- 3) Service to the College community.

F. Elements of the Portfolio

The faculty member will include the following elements in the Portfolio:

- 1) Reflective Narrative. The Portfolio will include a written narrative that applies the three criteria in the evidence and documentation of the faculty member's accomplishments over the period of review. This narrative will describe the context that underlies the faculty member's accomplishments and will create a cogent argument for promotion.
- 2) Faculty Development Plan (Plan). The Portfolio will include a Plan to support a professional development process and achievement of professional goals in the areas of success in educating, advising and mentoring students; Scholarship; Service to the College community.
- 3) Evidence and Documentation. The Portfolio will include evidence demonstrating the faculty member's accomplishment and excellence in the areas of Success in educating, advising and mentoring students; Scholarship; Service to the College community. This evidence will support the argument for promotion that the faculty member made in the Reflective Narrative.

G. Evidence of Meritorious Performance

Evidence of meritorious performance may include, but is not limited to, the following:

Success in educating, advising and mentoring students; defined as "Demonstration of activities that serve to increase student success."

- 1) Development and/or utilization of diverse, innovative and evidence-based instructional methodologies.
- 2) Development, delivery, and/or supervision of instruction in non-traditional modes, e.g. distance learning, practica, internships, experiential learning opportunities, workshops, exhibitions of student work, tutorials, seminars, clinical experiences, and/or workplace training.
- 3) Organizing guest lecturers, presentations, performances, workshops, exhibits or bringing in other learning opportunities from outside the College for the benefit of CBC students.
- 4) Development or revision of courses and curricula.
- 5) Development, refinement, and implementation of assessment methodologies that provide faculty with data to document success and drive improvements.
- 6) Demonstrated ability to teach a broad range of courses in the discipline.
- 7) High level of placement of program completers in the job market for which they are prepared.
- 8) Awards or other teaching recognitions.
- 9) Creation, implementation and/or participation in programs to increase students' retention, academic success, progress toward career goals, and development of lifelong learning skills.
- 10) Administrative, peer, industry or student written input that illustrates success in teaching, advising, or mentoring.

Scholarship; defined as "Demonstration of activities that allow faculty members to remain current in or improve academic professional knowledge, methods and skills."

- 1) Evidence of scholarly and/or creative work in one's own discipline, in interdisciplinary studies, the scholarship of teaching and learning, or in educational or training pedagogy:
 - a) Written work (e.g. books, textbooks, chapters in books, monographs, articles, reviews, policy documents, manuals, tests, clinical instruction documents, technical publications).
 - b) Presented, performed or exhibited work (presentations, invited performances, public exhibits).
 - c) Multimedia or online works (CDs, videos, websites).
 - d) Advanced learning or specialized training through courses, seminars, conferences, institutes, workshops or back-to-industry experiences.
- 2) Maintenance of industry specific certifications or professional licenses.
- 3) Active membership, service and/or leadership in professional organizations.
- 4) Professional awards and honors.
- 5) Sharing of expertise or skill in a discipline through consulting or back-to-industry experiences.
- 6) Service on editorial boards of refereed journals, review of manuscripts for refereed journals, appointment to review panels of federal state funding agencies, and occasional reviews of grant

proposals for state, foundations or federal funding agencies.

Service to the College Community; defined as “Involvement in organizations and activities which support the mission of the College.”

- 1) Active service as a member or leader of department, division, and College committees and shared governance bodies.
- 2) Advising or other service to support student activities and clubs.
- 3) Service as a mentor to new faculty or in other college programs that support faculty in their growth as a member of the college community.
- 4) Participation in the preparation of proposals, reports and other documentation in support of college grants and initiatives.
- 5) Leadership in academic departments and/ or coordination of programs, courses, or departmental facilities.
- 6) Service that develops or supports partnerships that advance the College’s missions with businesses, high schools, other colleges, and external organizations or industry.
- 7) Development, coordination and/or provision of information resources, instructional or other programs to faculty and staff that support the mission of the College.
- 8) Participation in outreach programs and special events that serve to recruit students and increase community awareness of the College, its programs, certificates and degrees.
- 9) Participation in professionally-related community activities (e.g. civic, cultural, educational, and benevolent organizations), appropriate to the mission of the College.
- 10) Provision of professional services and expertise to other faculty, departments, or the College.

PROMOTION PORTFOLIO RUBRIC

Criteria	0	1	2	3	4
Success in educating, advising, and mentoring students.	The portfolio contains no evidence supporting the faculty member's success in educating, advising, and mentoring students.	The portfolio reflects that the faculty member provides the required instruction, counseling, advising, or library services as stated in the CBA.	The portfolio reflects that the faculty member has acceptable evaluations; and demonstrates flexibility in being accessible to students	The portfolio reflects that the faculty member has very good performance evaluations; engages in improvement of instruction / counseling / library services; and interacts frequently with students in activities that enhance the students' college experience.	The portfolio reflects that the faculty member has excellent performance evaluations; engages in continuous improvement of instruction / counseling / library services; engages with students above and beyond minimum requirements in ways that enrich the students' college experience; participates consistently in College-wide curriculum and program planning and development activities; and actively participates in creating innovative learning experiences for students.
Criteria	0	1	2	3	4
Scholarship	The portfolio contains no evidence supporting the faculty member's engagement in scholarship.	The portfolio reflects that the faculty member occasionally reads/ studies information or practices in a field related to his/her work assignment.	The portfolio reflects that the faculty member engages in some professional development activities and occasionally uses this information to inform his/her professional practice.	The portfolio reflects that the faculty member is engaged in a professional development plan and is transferring some of this knowledge into his/her assignment; occasionally shares this information with his/her colleagues.	The portfolio reflects that the faculty member is actively engaged in developing and implementing a professional development plan appropriate to his/her assignment that enhances his/her personal performance and his/her program; produces exceptional original work and shares it within and outside the College community; uses information and learning to inform his/her professional practice; and is engaged in professional development activities which have impacts outside the institution.
Criteria	0	1	2	3	4
Service to the College Community	The portfolio contains no evidence supporting the faculty member's service to the College.	The portfolio reflects that the faculty member engages in minimal committee involvement or College.	The portfolio reflects that the faculty member serves on committees and other service activities but does not provide evidence of committee leadership or other service outside meetings.	The portfolio reflects that the faculty member serves on multiple College committees and/or other activities appropriate to the mission of the College; and assists occasionally with work outside meetings, etc.	The portfolio reflects that the faculty member participates on multiple College committees and other activities appropriate to the mission of the College; provides support and service to these projects and groups on an ongoing basis outside of regular committee meetings; and faculty member serves in a leadership role on one or more College activities.

ADJUNCT SALARY SCHEDULE GRID

Course Credit		Contact Hours	Lecture	Lab
1	=	11	\$ 650.32	\$ 588.61
	=	22		\$ 1,177.22
	=	33		\$ 1,765.83
2	=	22	\$ 1,300.64	\$ 1,177.22
	=	28		\$ 1,498.28
	=	33		\$ 1,765.83
	=	36	\$ 2,128.32	\$ 1,926.36
	=	44		\$ 2,354.44
3	=	28		\$ 1,498.28
	=	33	\$ 1,950.96	\$ 1,765.83
	=	66		\$ 3,531.66
4	=	44	\$ 2,601.28	\$ 2,354.44
	=	55		\$ 2,943.05
	=	88		\$ 4,708.88
5	=	55	\$ 3,251.60	\$ 2,943.05
	=	110		\$ 5,886.10
6	=	66	\$ 3,901.92	\$ 3,531.66
	=	132		\$ 7,063.32
7	=	77	\$ 4,552.24	\$ 4,120.27
	=	154		\$ 8,240.54
8	=	88	\$ 5,202.56	\$ 4,708.88
	=	176		\$ 9,417.76
9	=	99	\$ 5,852.88	\$ 5,297.49
	=	198		\$ 10,594.98
10	=	110	\$ 6,503.20	\$ 5,886.10
	=	220		\$ 11,772.20
11	=	121	\$ 7,153.52	\$ 6,474.71
	=	242		\$ 12,949.42
12	=	132	\$ 7,803.84	\$ 7,063.32
	=	264		\$ 14,126.64
13	=	143	\$ 8,454.16	\$ 7,651.93
	=	286		\$ 15,303.86
14	=	154	\$ 9,104.48	\$ 8,240.54
	=	308		\$ 16,481.08
15	=	165	\$ 9,754.80	\$ 8,829.15
	=	330		\$ 17,658.30
Lecture Rate			\$59.12	
Lab Rate			\$53.51	
Non-Instructional Rate (required)			\$40.25	
Non-Instructional Rate (offered/optional)			\$25.00	

Appendix H - Effective July 1, 2019 through June 30, 2020

ADJUNCT SALARY SCHEDULE GRID

Course Credit	Contact Hours	Lecture	Lab
1	= 11	\$ 670.34	\$ 606.76
	= 22		\$ 1,213.52
	= 33		\$ 1,820.28
2	= 22	\$ 1,340.68	\$ 1,213.52
	= 28		\$ 1,544.48
	= 33		\$ 1,820.28
	= 36	\$ 2,193.84	\$ 1,985.76
	= 44		\$ 2,427.04
3	= 28		\$ 1,544.48
	= 33	\$ 2,011.02	\$ 1,820.28
	= 66		\$ 3,640.56
4	= 44	\$ 2,681.36	\$ 2,427.04
	= 55		\$ 3,033.80
	= 88		\$ 4,854.08
5	= 55	\$ 3,351.70	\$ 3,033.80
	= 110		\$ 6,067.60
6	= 66	\$ 4,022.04	\$ 3,640.56
	= 132		\$ 7,281.12
7	= 77	\$ 4,692.38	\$ 4,247.32
	= 154		\$ 8,494.64
8	= 88	\$ 5,362.72	\$ 4,854.08
	= 176		\$ 9,708.16
9	= 99	\$ 6,033.06	\$ 5,460.84
	= 198		\$ 10,921.68
10	= 110	\$ 6,703.40	\$ 6,067.60
	= 220		\$ 12,135.20
11	= 121	\$ 7,373.74	\$ 6,674.36
	= 242		\$ 13,348.72
12	= 132	\$ 8,044.08	\$ 7,281.12
	= 264		\$ 14,562.24
13	= 143	\$ 8,714.42	\$ 7,887.88
	= 286		\$ 15,775.76
14	= 154	\$ 9,384.76	\$ 8,494.64
	= 308		\$ 16,989.28
15	= 165	\$ 10,055.10	\$ 9,101.40
	= 330		\$ 18,202.80
Lecture Rate		\$60.94	
Lab Rate		\$55.16	
Non-Instructional Rate (required)		\$41.49	
Non-Instructional Rate (offered/optional)		\$25.77	

Course Credit	Contact Hours	Lecture	Lab
1	= 11	\$ 690.25	\$ 624.69
	= 22		\$ 1,249.38
	= 33		\$ 1,874.07
2	= 22	\$ 1,380.50	\$ 1,249.38
	= 28		\$ 1,590.12
	= 33		\$ 1,874.07
	= 36	\$ 2,259.00	\$ 2,044.44
	= 44		\$ 2,498.76
3	= 28		\$ 1,590.12
	= 33	\$ 2,070.75	\$ 1,874.07
	= 66		\$ 3,748.14
4	= 44	\$ 2,761.00	\$ 2,498.76
	= 55		\$ 3,123.45
	= 88		\$ 4,997.52
5	= 55	\$ 3,451.25	\$ 3,123.45
	= 110		\$ 6,246.90
6	= 66	\$ 4,141.50	\$ 3,748.14
	= 132		\$ 7,496.28
7	= 77	\$ 4,831.75	\$ 4,372.83
	= 154		\$ 8,745.66
8	= 88	\$ 5,522.00	\$ 4,997.52
	= 176		\$ 9,995.04
9	= 99	\$ 6,212.25	\$ 5,622.21
	= 198		\$ 11,244.42
10	= 110	\$ 6,902.50	\$ 6,246.90
	= 220		\$ 12,493.80
11	= 121	\$ 7,592.75	\$ 6,871.59
	= 242		\$ 13,743.18
12	= 132	\$ 8,283.00	\$ 7,496.28
	= 264		\$ 14,992.56
13	= 143	\$ 8,973.25	\$ 8,120.97
	= 286		\$ 16,241.94
14	= 154	\$ 9,663.50	\$ 8,745.66
	= 308		\$ 17,491.32
15	= 165	\$ 10,353.75	\$ 9,370.35
	= 330		\$ 18,740.70
Lecture Rate		\$62.75	
Lab Rate		\$56.79	
Non-Instructional Rate (required)		\$42.72	
Non-Instructional Rate (offered/optional)		\$26.54	